

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

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In re FEDEX GROUND PACKAGE  
SYSTEM, INC., EMPLOYMENT  
PRACTICES LITIGATION

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) Case No. 3:05-MD-527 RLM  
) (MDL 1700)  
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THIS DOCUMENT RELATES TO:

*Michael Tofaute, et al. v. FedEx*  
*Ground Package System, Inc.,*  
Civil No. 3:05cv595 RLM-MGG (NJ)

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OPINION AND ORDER

Twenty proposed class actions in this multi-district litigation docket came before me on March 13-14 for fairness hearings. The cases are on limited remand from the court of appeals, where nineteen of them awaited resolution. The Judicial Panel on Multi-District Litigation centralized the cases under 28 U.S.C. § 1407, but the cases haven't been consolidated, so each proposed settlement must be examined separately.

I. HISTORY OF THE MDL DOCKET

In July 2005, the JPMDL granted (over the plaintiffs' objections) FedEx Ground's second request to centralize a series of cases in which FedEx Ground drivers claimed to be employees, rather than the independent contractors their employment contracts announced. The Panel reasoned that economies were to be gained because all drivers were governed by the same contract. The MDL process proved cumbersome. Even if the wording of each contract was the same,

each state's agency law varied, and differences in operation from one terminal to the next had the potential of affecting the decision.

The number of cases in the MDL docket eventually grew to 40. I appointed attorneys from three law firms to serve as co-lead counsel: Lockridge Grindal Nauen P.L.L.P. of Minneapolis, Harwood Feffer LLP of New York City, and Leonard Carder LLP of Oakland. I also appointed attorneys from three other firms – Cureton Caplan, P.C. of Delran, NJ; Siegel, Brill, Greupner, Duffy & Foster, P.A. of Minneapolis; and Zimmerman Reed P.L.L.P. of Minneapolis – to complete the plaintiffs' steering committee.

The stakes were enormous. Not only did the plaintiffs' co-lead counsel seek to represent upwards of 10,000 arguably under-compensated drivers, but the attack on drivers' independent contractor status threatened FedEx Ground's entire business model.

Consistent with those stakes, discovery was more than extensive. Although damages discovery was deferred, merits discovery and class discovery were conducted simultaneously. Some 3.2 million documents were produced and analyzed; seventeen sets of interrogatories were answered; 215 named plaintiffs answered fifteen requests for admission and sat for depositions; 105 FedEx Ground personnel sat for daylong depositions; 20 expert witnesses produced reports and sat for daylong depositions; *Daubert* motions were filed and defended. The class representatives were heavily involved in tracking down records and documents, as well as in preparing for, and giving, their own depositions.

The plaintiffs filed class certification motions in each of the cases; FedEx Ground opposed each motion. The plaintiffs filed an omnibus fact memorandum supported by 65 bankers' boxes of documents. In 2007 and 2008, I certified classes in 26 of the then-40 cases, and in all of the 20 on limited remand from the court of appeals. FedEx Ground sought interlocutory appellate review of the certification grants, and the plaintiffs successfully opposed that effort. Class notifications were hampered by spotty databases.

Sixty summary judgment motions and briefing followed. The drivers filed a 75-page statement of undisputed material facts with citations to 12 volumes. In 2010 and 2011, I denied a few of FedEx Ground's summary judgment motions but granted most, and granted all in the 20 cases now on limited remand. With respect to some of the cases, I suggested remand and the Panel sent the cases back to the transferor courts. Co-lead counsel appealed the summary judgment grants in these 20 cases to the United States Court of Appeals for the Seventh Circuit; in most of those cases, FedEx Ground cross-appealed the class certifications.

In both this court and the court of appeals, the parties recommended that the Kansas *Craig* case be addressed first, as something of a quasi-bellwether case. After briefing and argument, the court of appeals certified the employee/independent contractor case to the Kansas Supreme Court, which devised a new 18-part test and answered the certified question in the drivers' favor. Craig v. FedEx Ground Package Sys., Inc., 335 P.3d 66 (Kan. 2014). The court of appeals ultimately reversed my grant of summary judgment to FedEx

Ground in *Craig*, and remanded the case. In re FedEx Ground Package Sys., Inc. Emp't Practices Litig., 792 F.3d 818 (7th Cir. 2015). In addition to the reversal in the Kansas case, rulings in other courts were trending toward findings of employee status, see Alexander v. FedEx Ground Package Sys., Inc., 765 F.3d 981 (9th Cir. 2014) (California law); Slayman v. FedEx Ground Package Sys., Inc., 765 F.3d 1033 (9th Cir. 2015) (Oregon law), or at least toward fact issues for trial. See Gray v. FedEx Ground Package Sys., Inc., 799 F.3d 995 (8th Cir. 2015) (Missouri law); Carlson v. FedEx Ground Package Sys., Inc., 787 F.3d 1313 (11th Cir. 2015) (Florida law).

The parties didn't immediately ask me to find for the Kansas drivers on liability and suggest remand to the United States District Court for the District of Kansas. Instead, the parties had chosen a mediator in an effort to resolve all of the cases remaining in the Seventh Circuit.

Each case was mediated separately, with some cases requiring several sessions. Each case was mediated with an eye on the governing law, which varied from case to case. The mediation spanned four weeks. The drivers and FedEx Ground exchanged experts' views as to the maximum recovery for each case if the drivers prevailed across the board. Settlements were reached in each case, and the court granted preliminary approval of each of the settlements. The plaintiffs then retained Rust Consulting to administer the settlements.

I conducted fairness hearings on March 13 and 14, 2017, and on March 15 and 16, I notified the court of appeals of my inclination to enter final approval

of the class settlements. The court of appeals entered a second limited remand order on March 22 to allow me to do so.

## II. FAIRNESS OF THE SETTLEMENT

### A. Terms and History of the Proposed Settlement

Parties can't settle class actions without the court finding that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e); Synfuel Technologies, Inc. v. DHL Express (USA), Inc., 463 F.3d 646, 652 (7th Cir. 2006); *see also* EEOC v. Hiram Walker & Sons, Inc., 768 F.2d 884, 889 (7th Cir. 1985) ("The district court may not deny approval of a consent decree unless it is unfair, unreasonable, or inadequate."). In that effort, we in this circuit consider several circumstantial factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

Wong v. Accretive Health, Inc., 773 F.3d 859, 863 (7th Cir. 2014) (quoting Gautreaux v. Pierce, 690 F.2d 616, 631 (7th Cir. 1982)). Of those, the first is the most important. Martin v. Reid, 818 F.3d 302, 306 (7th Cir. 2016).

The *Tofaute* case was filed in the District of New Jersey in May 2005, and was centralized in this court under 28 U.S.C. § 1407 in August 2005. I granted the plaintiffs' motion for certification of a class in October 2007, and granted summary judgment to FedEx Ground in December 2010, finding that the

plaintiffs were independent contractors under New Jersey law. The class appealed.

In June 2016, the parties reached a proposed settlement. FedEx Ground would pay \$25,500,000 to the plaintiffs. For each workweek of 35 or more hours during the class period, each class member would receive \$72.39; for each workweek of 16-35 hours, each class member would receive \$25.34. No class member would receive less than a \$250 lump sum. The average recovery per class member would be \$19,301, with the highest share being \$71,194. No plaintiff would be required to fill out, or collect the information needed for, a claim form. No part of the settlement fund would revert to FedEx Ground if anything were left over.

The proposed settlement resulted from arms-length negotiations with a private mediator. Each side took stock of potential liability and damages under New Jersey law. The class consulted an expert in accounting and damages, who concluded that the maximum recovery the plaintiffs could achieve would be \$46,733,000, exclusive of interest. FedEx Ground assessed the claims' value at less than that. The proposed settlement amounts to about 55 percent of a perfect outcome.

A perfect outcome would be a long way off. At this point, my ruling that these drivers are independent contractors under New Jersey law is the only judicial determination. The class would need for the court of appeals to find my ruling to have been in error; such an appellate ruling might consist only of a determination that New Jersey drivers might be employees, but a trial is needed.

Such a ruling would be followed by a likely FedEx Ground motion to decertify the class (seeking to exclude drivers who hired others to handle routes and arguing that “full time” drivers would be too difficult to identify), a remand to the district court in New Jersey, and a need to overcome defenses FedEx Ground didn't need to raise at the summary judgment stage (FedEx Ground had succeeded on some of those defenses in other states). If the plaintiffs prevailed at trial, FedEx Ground would likely appeal. Before the settlement, then, the class needed to string together victories in many skirmishes, beginning with a reversal in the court of appeals. The position of an appellant is not one of strength. And receipt of any money by any plaintiffs would be a long time off, well beyond the eleven years already invested in this litigation.

The plan for giving notice of the proposed settlement, and the third party administrator's execution of the plan, are detailed thoroughly in the papers supporting the plaintiffs' motions, and comply with the preliminary approval order, Federal Rule of Civil Procedure 23(e), and 28 U.S.C. § 1715.

#### B. Objections to the Proposed Settlement

All seven New Jersey class representatives and at least 19 other class members object to the fairness of the settlement agreement. The court also received 24 documents that appear to be photocopies or photographs of objections. They lack original signatures and appear to have been mailed by a third party, from the same location, on the same date. [3:05-cv-595, Doc. No.

247] All 24 of these objections simply log their support for the class representatives' objections and are identical to 18 of the other objections on file.

I granted co-lead counsel's unopposed motion for preliminary approval of the New Jersey class action settlement. Co-lead counsel notified the class members about the process for final approval of the settlement and their right to object. All seven class representatives objected to final approval of the settlement. The class representatives also pointed out an error in the notice as to the average amount of recovery for each class member under the settlement agreement and wanted the notice to indicate that the class representatives didn't approve of the settlement. I ordered re-notice to the class members, postponed the fairness hearings, and extended the objection deadlines.

The class representatives also seemed to mount a campaign to other class members to object to the settlement agreement. They sent communications to other class members explaining that co-lead counsel misstated the average settlement amount in its first notice and that they think the case is worth more than the amount for which the attorneys settled it. Attached was a form for the recipient to sign indicating that she objects to the settlement amount, and that if class representatives don't agree with the settlement, then she won't agree either. Co-lead counsel asked me to enjoin the class representatives from circulating these forms, but I declined to do so.

Before addressing the fairness of the settlement agreement, the class representatives raised the threshold issue of whether a settlement agreement that all class representatives oppose, that awards no damages under one of the



class members' claims, and that arguably undervalues the remaining claims, could be valid. I rejected this threshold concern as related only to the issue of the fairness of the agreement. I also denied the class representatives' request for discovery into the settlement process.

The class representatives raise two potential problems with the settlement. Co-lead counsel settled the class's claims under the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1 et seq., for nothing. The class representatives argue that this was a strong claim that would have entitled the class to treble damages and attorneys' fees. Second, they argue that the class counsel undervalued the rest of the claims when it settled them for 55 percent of their potential return.

The number of objectors in this case, particularly the objection of all class representatives, is also a red flag that supports the court conducting a close look into the assumptions underlying the settlement agreement. See Eubank v. Pella Corp., 753 F.3d 718, 721 (7th Cir. 2014); Mirfasihi v. Fleet Mortg. Co., 356 F.3d 781, 785 (7th Cir. 2004); Manual for Complex Litigation (Fourth) § 21.642 (2004).

### *1. Valuation of the New Jersey Consumer Fraud Act Claim*

The class representatives first argue that co-lead counsel undervalued the class' claims under the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1 et seq., when it settled those claims for nothing.

Co-lead counsel say that the likelihood of success on these claims was negligible. They argue that the Court of Appeals for the Third Circuit already decided that the NJCFA applies to consumers only, which would eliminate any

protection for the drivers. See J & R Ice Cream Corp. v. Cal. Smoothie Licensing Corp., 31 F.3d 1259 (3d Cir. 1994) (holding that the NJCFA was designed to protect consumers, not those acquiring businesses, and so the law doesn't apply to franchisees). In weighing the settlement value of this claim, co-lead counsel thought that if the Seventh Circuit Court of Appeals held that the New Jersey drivers were misclassified, it would reverse my grant of summary judgment for FedEx, and I would then remand the case back to the federal district court in New Jersey. That court would then be bound by the Third Circuit's decision in *J & R*, which wouldn't allow the drivers an NJCFA claim.

The class representatives argue that in the years since *J & R*, a New Jersey state appeals court deviated from *J & R* to conclude that the NJCFA includes transactions held out to the public generally, which they say would include the FedEx drivers. The federal district court in New Jersey wouldn't be rigidly bound to the Third Circuit decision, the class representatives say, but instead would be obliged to guess at how the New Jersey Supreme Court would decide, and could be swayed by this development.

The class representatives might be right about what the transferor court could do. The Third Circuit's decision only represents its best guess at the time as to how the New Jersey Supreme Court would rule on a question of state substantive law. See Comm'r v. Bosch, 387 U.S. 456, 465 (1967); Erie R.R. Co. v. Tompkins, 304 U.S. 64, 78 (1938). If the state appellate courts' interpretation has evolved since the Third Circuit's decision, the new appellate court decisions create more data points to guide the district court's guess as to the New Jersey

Supreme Court’s likely opinion. See Scadron v. City of Des Plaines, 734 F. Supp. 1437, 1452 (N.D. Ill. 1990) (“[T]his Court is not bound to rigidly follow the Seventh Circuit’s result [on a question of state law] . . . , but before it may depart from the precedent it must be convinced that subsequent events would lead the Seventh Circuit to reach a differing result today.”); Allstate Ins. Co. v. Menards, Inc., 285 F.3d 630, 635 (7th Cir. 2002) (“If the mandate of *Erie* is to be satisfied and the law ultimately employed is to be the law of the state, the federal court, exercising its authority to hear diversity cases, must make a predictive judgment as to how the supreme court of the state would decide the matter if it were presented presently to that tribunal.”).

Even if the class representatives are correct that the New Jersey federal district court could rule contrary to the Third Circuit on this question of state law, that doesn’t mean it would do so. A single intermediate appeals court decision pointing to a contrary interpretation doesn’t mean there’s much chance the federal district court would be swayed to depart from the persuasive rationale of its own federal appeals court, and that that federal appeals court would agree with that departure once appealed.

*J & R* thoroughly analyzes New Jersey Supreme Court and Appellate Division opinions. In particular, it relies on two New Jersey Supreme Court opinions for the proposition that “although the Consumer Fraud Act does not define the term ‘consumer’ or contain an explicit ‘retail restriction,’ it was intended to protect persons engaging in ‘consumer’ transactions, not those acquiring businesses.” J & R Ice Cream Corp. v. Cal. Smoothie Licensing Corp.,

31 F.3d at 1272 (discussing Daaleman v. Elizabethtown Gas Co., 390 A.2d 566 (N.J. 1978) and Kugler v. Romain, 279 A.2d 640 (N.J. 1971)). It's not a far leap for the Third Circuit to rely on these cases, among other Appellate Division cases, to conclude that the only time the law protects businesses is when a business "finds itself in a consumer oriented situation, such as when it acts as the purchaser of a tow truck, as the purchaser of a yacht, or as the purchaser of computer peripherals." Id. at 1273 (internal citations of myriad Appellate Division cases omitted). Relying on more state court precedent, the court goes on to conclude "that even where franchises or distributorships are available to the public at large in the same sense as are trucks, boats or computer peripherals, they are not covered by the Consumer Fraud Act because they are businesses, not consumer goods or services. They never are purchased for consumption." Id. at 1274. Under *J & R*, FedEx drivers fall outside the protections of the NJCFA because they aren't purchasing routes as consumers.

The class representatives rely on Kavky v. Herbalife International, 820 A.2d 677 (N.J. Super. Ct. App. Div. 2003) as intervening precedent that the New Jersey federal district court (and then the Third Circuit) might use to change its mind as to how the New Jersey Supreme Court would interpret the NJCFA. *Kavky* still carves out "substantial and complex commercial transactions" from the NJCFA, but makes sure that the NJCFA covers transactions "offered to the general public," such as "pyramid sales schemes, and similar mass public frauds." Kavky v. Herbalife Int'l of Am., 820 A.2d at 679-680. The theory under

*Kavky* would be that FedEx offered contracts for various delivery routes to the general public, the drivers entered into them, and so the NJCFA protects them.

I needn't decide whose interpretation better predicts how the New Jersey Supreme Court would rule. What matters is that co-lead counsel had good reason to assume that the federal court that would have to answer the question on remand would almost certainly follow the Third Circuit's *J & R* precedent. That's what has happened in other cases decided in the District of New Jersey. See Shogen v. Global Aggressive Growth Fund, Ltd., No. 04-5695, 2007 WL 1237829, at \*8 n.7 (D.N.J. April 26, 2007) (holding that the court's obligated to follow *J & R*, not *Kavky*); Ramada Worldwide Inc. v. Sayo, Inc., No. 05-5506, 2007 WL 7754199, at \*6 n.11 (D.N.J. July 10, 2007) (following *J & R* over *Kavky*); Trans USA Prods., Inc. v. Howard Berger Co., No. 07-5924, 2008 WL 3154753 (D.N.J. Aug. 4, 2008) (agreeing with *J & R* over *Kavky*); In re Schering-Plough Corp. Intron/Temodar Consumer Class Action, No. 2:06-cv-5774, 2009 WL 2043604, at \*31-32 (D.N.J. July 10, 2009) (holding that the court is obligated to follow *J & R*, not *Kavky*); Wingate Inns Int'l, Inc. v. P.G.S., LLC, No. 09-cv-6198, 2012 WL 3550764, at \*9 (D.N.J. Aug. 16, 2012) (following *J & R* over *Kavky*); Wingate Inns Int'l, Inc. v. Swindall, No. 12-248, 2012 WL 5252247, at \*4 (D.N.J. Oct. 23, 2012) (following *J & R* and distinguishing *Kavky* as "carv[ing] out a narrow exception to the rule delineated in *J & R Ice Cream*"); Robinson v. Wingate Inns Int'l, Inc., No. 13-cv-2468, 2013 WL 6860723, at \*4 (D.N.J. Dec. 20, 2013) (holding that the court is obligated to follow *J & R*, not *Kavky*); Yogo Factory Franchising, Inc. v. Ying, No. 13-630, 2014 WL 1783146, at \*11 (D.N.J.

May 5, 2014) (holding that the court's obligated to follow *J & R*, not *Kavky*); Kumon N. Am. v. Timban, No. 13-4809, 2014 WL 2812122, at \*10 (D.N.J. June 23, 2014) (following *J & R* over *Kavky*). No New Jersey district court opinion follows *Kavky* over *J & R*.

Co-lead counsel had good reason to think the New Jersey federal district court would follow *J & R* if the case was ever remanded there, and that the Third Circuit would follow its own rationale in *J & R* if appealed there. See Debiec v. Cabot Corp., 352 F.3d 117, 131 (3d Cir. 2003) (holding that the appeals court is bound by its own prior case-law guessing an issue of state law notwithstanding new, contradictory state appellate court precedent). A single new intermediate appellate court decision likely wouldn't change that. It was reasonable for co-lead counsel to believe its likelihood of success on the NJCFA claim is negligible and to settle it for nothing.

## 2. Valuation of the Remaining Claims

Next, the class representatives argue that co-lead counsel undervalued the class's remaining claims when it settled them for \$25.5 million, or about 55 percent of what co-lead counsel thought to be the maximum amount achievable. I granted summary judgment for FedEx based on my reading that the New Jersey class members are independent contractors. Several years later, the New Jersey Supreme Court changed its employee classification test for purposes of the Wage Payment Law, N.J. Stat. Ann. § 34:11-4.1 to -4.14. Hargrove v. Sleepy's, LLC, 106 A.3d 449 (N.J. 2015).

Before *Hargrove*, it was ambiguous what test governed relations under the WPL. The New Jersey Supreme Court used the multi-factor “right to control” test from the Restatement (Second) of Agency § 220 to address issues of vicarious liability. See Carter v. Reynolds, 815 A.2d 460, 464 (N.J. 2003). I applied that test when granting summary judgment to FedEx and dismissing the class’ claims. But then in *Hargrove*, the New Jersey Supreme Court explicitly adopted the “ABC” test used in the state’s Wage and Hour Law, N.J. Stat. Ann. § 43:21-19(i)(6), for WPL claims. Hargrove v. Sleepy’s, 106 A.3d at 463.

The class representatives are certain that the New Jersey class members are employees after *Hargrove*, and so the settlement should have reflected much more than a 55 percent chance of success on the merits. Had the class’s appeal continued, they believe the court of appeals would have been obliged to follow *Hargrove* and to conclude the drivers were employees.

Co-lead counsel doesn’t disagree with the class representatives that the court of appeals would likely deem the drivers employees under *Hargrove* and the “ABC” test. Instead, co-lead counsel believes that adoption of the “ABC” test could lead to other consequences that would undermine the New Jersey class’ claims, supporting a 45 percent discount at settlement.

First, co-lead counsel argues that following the “ABC” test could have led to decertification of the class, based on my refusal to certify claims in other states that applied similar tests. For example, I declined to certify the Montana class, which was governed by an “AB” test similar to New Jersey’s “ABC” test. Whether the employer controls the work of the driver was a question that couldn’t be

resolved on the contract alone. I said, “neither unanimity of perception nor uniformity are hallmarks of individual drivers’ experiences. Something very close to a driver-by-drive analysis will be needed.” The common question of the effect of the Operating Agreement didn’t predominate over the individualized issues under Montana law (as I saw it) and so I didn’t certify the Montana class. Fed. R. Civ. P. 23(b)(3). The proposed Illinois class action might have required a similarly individualized analysis and so I declined to certify a class there.

In addition to the class’ appeal from the grant of summary judgment, FedEx Ground conditionally cross-appealed my certification of the New Jersey class. Applying *Hargrove*’s “ABC” rule to the New Jersey class opened up an individualized inquiry that might have advanced each driver’s claims on the merits, but could easily have destroyed the class in the process. As class counsel weighed the possibilities, the likelihood of destroying the class justified a steep enough discount to support settling the remaining claims for 55 percent of their maximum value.

Class counsel and the class representatives seem to believe that the likelihood of the Federal Aviation Administration Authorization Act of 1994, 49 U.S.C. § 14501(c)(1), preempting the class’ claims, is modest, even if significant enough to justify discounting the claim further. Co-lead counsel didn’t elaborate greatly on it, but also explained that the WPL could allow FedEx to deduct various costs from driver’s wages, such as the cost of uniforms and insurance policy premiums, which could have significantly reduced the amount of damages available to the class. The risk of destroying the class justified the substantial



discount on its own, so I don't need a ballpark estimate of the risk of preemption or deductions on top of it.

"[A]n assessment of the likely complexity, length and expense of the litigation" is also valuable to assessing a settlement agreement. Synfuel Techs., Inc. v. DHL Express (USA) Inc., 463 F.3d 646, 653 (7th Cir. 2006). This case has been in litigation for about 12 years. Even if the class representatives' rosy projections about their likelihood of success are correct, it could take years more for our court of appeals to rule on both the alleged misclassification and class certification, only for the case, if class counsel succeeds, to be remanded for further litigation. The preemption defense and various deductions already mentioned, as well as defenses to the rescission claim, haven't even been briefed, and would take time to resolve. There's great value in being able to bring these proceedings to a close after years of vigorous litigation without clear end in sight.

The class representatives don't have veto power over the settlement. See In re Gen. Motors Corp. Engine Interchange Litig., 549 F.2d 1106, 1128 n.34 (7th Cir. 1979); Charron v. Wiener, 731 F.3d 241, 253 (2d Cir. 2013). That all of the class representatives objected gives the court pause to examine why co-lead counsel might have agreed to settling on terms that left them all dissatisfied. But class counsel had good reason for their assumptions. Almost all of the other objectors didn't raise independent arguments, but backed the class representatives' objections, so their objections don't require additional analysis.

Last, the class representatives urge me to allow discovery into the settlement process to examine the bases for class counsel's assumptions about

the strength of the class members' claims. As I explained in the order on the underlying validity of the settlement agreement:

[T]o get discovery, the class representatives must first “lay[ ] a foundation by adducing from other sources evidence indicating that the settlement may be collusive.” Mars Steel Corp. v. Cont’l Ill. Nat’l Bank & Trust Co. of Chi., 834 F.2d 677, 684 (7th Cir. 1987); Manual for Complex Litigation, *supra*, § 21.643. Besides their own allegations that co-lead counsel was self-dealing, class representatives don’t point to anything that actually shows it. As mentioned, a knee-jerk rejection to a fee-shifting arrangement might only inhibit collusion. In re Gen. Motors Corp. Engine Interchange Litig., 549 F.2d at 1130. Without foundation to support a finding of collusion, discovery won’t proceed.

[3:05-md-527, Doc. No. 3004]. There’s still no evidence that co-lead counsel colluded with FedEx to prepare a settlement that undersold the interests of the class members. I won’t allow any discovery on this issue.

Class counsel’s assumptions were reasonable and there’s no evidence to support opening the settlement process up to discovery.

### *3. George Ponzoni’s Objection*

Class member George Ponzoni objected to the settlement, arguing that his estimated compensation is too low. He believes he should be compensated for uniform rental, which he says FedEx now pays for; insuring his cargo and truck; truck purchase and maintenance; decals; and damaged deliveries. The extent to which Mr. Ponzoni might be entitled to compensation for these expenses under New Jersey law was built into the compromise settlement under the Wage Payment Law and common law claims. This was a compromise that prevented years of additional litigation and the possibility of not recovering anything. Mr.

Ponzoni also objects to not being compensated for health and welfare benefits. These claims are still being litigated and negotiated.

#### *4. Conclusion on Fairness*

Every settlement is a compromise, but this settlement achieves a tremendous percentage of what the plaintiffs might have won had the case ever reached trial. In the absence of settlement, the best case scenario for the class is probably complex, would very likely take many more years, and is certain to be expensive – perhaps more than what has been incurred to get to this point. There is objection, but in the discussion just concluded I decided that objectors' arguments have little impact on the fairness determination. There is no indication or suggestion of collusion. Based on all of this, I find that the proposed settlement is fair, reasonable and adequate.

#### III. ATTORNEY FEES

Plaintiffs' co-lead counsel seek an award of attorney fees of \$7,650,000 from the settlement amount. Our court of appeals favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to *ex ante*. See In re Synthroid Marketing Litig., 325 F.3d 974, 979-980 (7th Cir. 2003). As co-lead counsel calculate, that would be 30 percent of the \$25.5 million settlement fund. As I understand the law of

this circuit, I must take another step or two before I can identify determine attorney fees.

In Redman v. RadioShack Corp., 768 F.3d 622, 630 (7th Cir. 2014), the court of appeals explained that if we simply divide the gross settlement figure by the attorney fee request, we saddle the class members with the costs of administration, which benefit the attorneys as well as the class members. Accordingly, the court explained, “[t]he ratio that is relevant to assessing the reasonableness of the attorneys’ fee that the parties agreed to is the ratio of (1) the fee to (2) the fee plus what the class members received.” Id.

In their memorandum in support of their motion for final approval, co-lead counsel expect the \$25,500,000 class settlement fund to be allocated and distributed this way: about \$17,430,000 to the class; \$7,650,000 (if I award what counsel seek) for attorney’s fees and costs; \$60,000 to the third-party administrator for settlement administration; \$15,0000 (if I award what counsel seek) in service fees for each of the 7 named class representative who sat for depositions in this action; and about \$255,000 (1 percent of the settlement) for a reserve fund for later payments to any self-identified class members.

The affidavit of the third-party administrator’s representative in support of the motion, however, estimates about \$69,145 needed for settlement administration [Doc. No. 2955]. The exhibit attached to the settlement agreement itself estimates only about \$55,605 for settlement administration [Doc. No. 2705-8]. I will base the amount withheld for administrative costs on the third-party administrator’s estimates, and will authorize payment up to \$75,000 for the cost

of settlement administration, to provide an adequate buffer for any additional costs that may be incurred. The service fees and the reserve fund would go to class members, so the total going to class members plus the requested attorney fees (and costs) would be \$25,425,000. A 30 percent fee, as calculated in accordance with *Redman v. RadioShack*, would be \$7,627,500.

The objectors in the New Jersey case filed a motion to treat all of the settlements as an aggregated “megafund,” and award much lower percentages for attorney fees across the board. At the fairness hearing, counsel for New Jersey objectors didn’t persuade me that the New Jersey objectors have standing to object to proposed settlements in cases to which they aren’t parties. I am denying their requests to treat these cases as a single “megafund,” but the ruling and its reasoning are to be found only in the opinion and order in the New Jersey case – the case in which the objectors have standing.

The Manual for Complex Litigation reports that in deciding an award of attorney fees, courts should consider the size of the fund to be shared by the attorneys and class members; the number of class members who will share; any understandings on attorney compensation methods actually reached at the outset of the attorney-client relationship; any side agreements class counsel might have made; any objections by class members; the attorneys’ skill and efficiency; the litigation’s complexity and duration; the risks of nonrecovery and nonpayment; the amount of time reasonably devoted to the case by counsel (a factor not favored in our circuit); and awards in similar cases. Manual for Complex Litigation (Fourth) § 14.121 (2004). Guides to determining a prevailing

market rate include comparable contracts, data from large common-pool cases where fees were privately negotiated, and information on class-counsel auctions. In re Synthroid Marketing Litig., 264 F.3d at 712, 719-722 (7th Cir. 2001). I must bear in mind that the greater the fee award, the lower the recovery by each class member. Redman v. RadioShack, 768 F.3d at 629. In evaluating these factors, I have relied on the convincing affidavit of Professor Brian T. Fitzpatrick, as well as the rest of the record in this case.

#### A. The Megafund Objection

The class representatives object to the fee request, contending that the settlements in these cases should be viewed holistically as a single settlement for some \$243 million, and settlements of that size are treated as a “megafund” from which attorneys should receive a lower percentage than they would for smaller recoveries. As Professor Rubenstein explained the principle, “The megafund approach holds that courts should award lower fee percentages in large fund cases.” 5 William B. Rubenstein, *Newberg on Class Actions* § 15:81, at 300 (5th ed. 2016).

Co-counsel object to the class representatives’ effort to create a megafund, as do several of the classes in the companion cases. To fully implement the objectors’ theory, the fee award would have to be lowered (by roughly two-thirds) in each of the other cases on limited remand to me. I asked the objectors’ counsel at the fairness hearing how the New Jersey objectors have standing to seek reduction of fee awards in cases in which they aren’t parties; the strongest

response is that Rule 23 places a responsibility on me to evaluate the fairness (and reasonableness of the fee award) of each case's settlement, and the objectors are pointing out a reason why those settlements should be considered unfair. The premise of that argument is indisputable. *See* Fed. R. Civ. P. 23(e)(2) ("If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate."). But that doesn't mean I can listen to the opinion of every stranger to the case who might find himself in my courtroom.

The objecting New Jersey class representatives have no standing to be heard on the reasonableness of the fee requests made in conjunction with the other 19 settlements. *See* Fed. R. Civ. P. 23(h)(2) ("A class member, or a party from whom payment is sought, may object to the motion."). For that reason, my rulings in the other cases in this MDL docket don't address the merits of the megafund argument.

The argument remains in this case: if this is a case to which the megafund theory applies, I can reduce the New Jersey settlement attorney fees and expenses accordingly, even if the fee awards in the other cases remain unaffected.

But there is no megafund here. Although these cases all find themselves centralized in a single multi-district litigation docket, they haven't been consolidated. There are 20 different district court docket numbers, 20 different complaints governed by the laws of 20 different states, 20 different class certifications, 20 different summary judgment decisions, 20 different notices of

appeal, 20 different appellate docket numbers. There were 20 different mediations. Both parties to those mediations brought individual valuations based on the facts and state law of each. Had those mediations been unsuccessful, there would have been appellate briefing in 19 more cases.

A glance at the other settlements shows the individuality of each negotiation. Setting aside Kansas (the only case with a judicial determination in the drivers' favor), the weekly compensation for driving more than 35 hours ran from as high as \$83.83 in Indiana and \$76.49 in Minnesota to as low as \$12.91 in Texas and \$14.48 in Georgia (for New Jersey drivers, the rate was near the high end, at \$72.39). The weekly compensation for driving between 16 and 35 hours ran from as high as \$29.54 in Indiana and \$25.34 in New Jersey to as low as \$4.52 for Texas and \$6.25 for South Carolina. The average individual recovery ranged from Indiana's \$25,722 (higher even than Kansas) and West Virginia's \$22,306 to Georgia's \$3,840 and Alabama's \$5,620. A state's class of drivers' place on these spectra roughly reflect the favorability of that state's laws.

An order from the JPML centralizing cases under 28 U.S.C. § 1407 doesn't consolidate the cases; it reflects the Panel's determination that centralization during the pretrial period will be more economical and convenient for the parties than leaving them in a number of districts. A transferee court's order consolidating the cases so that a filing or discovery in one is deemed a filing or discovery is all is a far cry from making a single case of many. These cases were centralized under one umbrella but remained individual cases governed by the laws of individual states.



Our court of appeals – the court that remanded this case for settlement approval and would review my fairness determination – has rejected the concept behind the “megafund” theory:

We have held repeatedly that, when deciding on appropriate fee levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time. . . . We have never suggested that a ‘megafund rule’ trumps these market rates, or that as a matter of law no recovery can exceed 10% of a ‘megafund’ even if counsel considering the representation in a hypothetical arms’ length bargain at the outset of the case would decline the representation if offered only that prospective return.

In re Synthroid Marketing Litig., 264 F.3d 712, 718 (7th Cir. 2001) (citations omitted). The class representatives referenced this case in their brief, and even quoted the first sentence of this quotation, though not the last.

This isn’t a single megafund case and our court of appeals hasn’t recognized the megafund as a separate concept when determining the reasonableness of a common fund fee request. I decline to treat the settlement of this New Jersey case as a piece of the settlements of the cases remaining in this docket, and so a megafund.

#### B. The Tapered Fee Method

The New Jersey class representatives argue that even if their megafund theory is rejected, I should apply a sliding scale, or tapered fee, approach to determining the attorneys’ share of the common fund.

In some settings, the prevailing market rate for class counsel depends in part on the expected size of the payout at the end of the litigation. Professor

Fitzpatrick concedes that his sample of awards in labor and employment class actions didn't include recoveries in large amounts. In the setting of a securities class action, the court of appeals said "[d]ata show that 27.5% is well above the norm for cases in which \$100 million or more changes hands. Eisenberg and Miller find that the mean award from settlements in the \$100 to \$250 million range is 12% and the median 10.2%." Silverman v. Motorola Solutions, Inc., 739 F.3d 956, 958 (7th Cir. 2013).

The size of the class action settlement is much smaller than the \$200 million involved in *Silverman*. But it blinks reality to ignore that while this case was settled individually, it's one of 20 that remain on the MDL docket, and if aggregated, the 20 proposed settlements total more than \$200 million, and far more when counting cases that have already been remanded. The remanded California case settled for \$226.5 million on its own. See Alexander v. FedEx Ground Package Sys., Inc., No. 05-cv-38, 2016 WL 3351017 (N.D. Cal. June 15, 2016). There's no doubt that much of the discovery behind these cases overlapped, and that co-lead counsel applied a concerted strategy in moving them to settlement. On the other hand, class counsel applied laws specific to New Jersey and conducted case-specific discovery. The settlement I am considering at this point only involves the New Jersey plaintiffs and fees.

*Silverman v. Motorola Solutions* doesn't present an apples-to-apples analysis. First, Professor Fitzpatrick points out that securities cases like *Silverman v. Motorola Solutions* differ from wage and hour litigation in many ways, not least of which that class certification in securities cases is nearly

automatic under today's laws. In *Tofaute v. FedEx Ground*, as with all the other cases in this MDL docket, class counsel fought hard to get large classes certified, and (at the time of the settlements) would have seen those certifications revisited in every case in which they prevailed at the court of appeals.

Second, it's not clear that the *Silverman v. Motorola Solutions* analysis applies, or applies fully, to our case. As already noted, the settlement amount in this case – the *Tofaute v. FedEx Ground* case – isn't even in the ballpark of what was involved in *Silverman v. Motorola Solutions*; I have to look at many other cases even to reach the \$50 million amount the *Silverman* court also mentioned.

It's also not clear whether I am expected, or even allowed, to consider the nature of the plaintiffs involved in a case. Our court of appeals has suggested that at least when individual plaintiffs can expect only infinitesimal recoveries, “named plaintiffs are usually cat's paws of the class lawyers, In re Trans. Union Corp. Privacy Litigation, 629 F.3d 741, 744 (7th Cir. 2011). This is not such a case, and the objecting class representatives can't be described as cat's paws of the class counsel. The plaintiffs in *Silverman* were investors in Motorola; the class representatives were institutional investors. Silverman v. Motorola, Inc., No. 07-C-4507, 2012 WL 1597388, at \*4 (N.D. Ill. May 7, 2012). Institutional investors are likely to be more sophisticated in the market for legal services than the individual drivers in this case, and so likelier to agree at the outset to a tapered fee arrangement rather than a simple percentage-of-the-recovery arrangement.

Third, even with plaintiffs who are sophisticated in the market for legal services, Professor Fitzpatrick explains that the market usually does not support downward-tapering arrangements: large, sophisticated corporate clients often take the opposite approach, increasing fees as the size of the award grows to create incentive to pursue even the most difficult dollars.

Fourth, if I am to consider the other settlements in this MDL docket, it seems appropriate to consider as well that many of the named plaintiffs agreed at the outset to pay the attorney 33 percent of any recovery, and some agreed to pay as much as 40 percent, without limitation as to how much the recovery might be. None of the class representatives in the 20 cases remanded to me have fee agreements for any percentage less than 30 percent. There is no evidence of tapering in this ‘market.’

### C. Double Dipping; Reasonableness of Request

Finally, the objectors argue that there was too much overlap between this case (and others) for a 30 percent fee award to be reasonable. They point to the efforts of Judge Chen in the *Alexander* case in the Northern District of California to discount the fee award to reflect that overlap. But *Alexander* throws little light on our issue. The settlement in *Alexander* exceeded the settlements in these 20 cases combined, invoking the rationales behind the megafund and tapered fees theories. The law of the Ninth Circuit is also more favorable to a megafund theory than the Seventh Circuit, and expressly rejects the Seventh Circuit’s effort to

conceive of a reasonable *ex ante* market rate. See Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1049 (9th Cir. 2002).

*Alexander* reminds us that an overlap of services is something that must be considered, but it doesn't tell us what to do with it. The overlap might be among the reasons co-lead counsel ask for a 30 percent award rather than the more commonly seen 33 percent. There might have been more overlap than a 3 percent reduction would account, but any effort to quantify the overlap any further would be no better than reaching into a hat to draw a different number.

There is a significant spillover between the 20 cases remaining in MDL-1700. It seems certain that the objectors couldn't have settled for 55 percent of what they could for on their best day at trial had co-lead counsel not gotten a favorable ruling from the Kansas Supreme Court, Craig v. FedEx Ground Package Sys., Inc., 335 P.3d 66 (Kan. 2014), and a reversal of my ruling when the federal court of appeals got the case back. In re FedEx Ground Package Sys., Inc., Employment Practices Litig., 792 F.3d 818 (7th Cir. 2015). It seems equally certain that all the drivers in these 20 cases that remain in the MDL docket would have gotten less by way of settlement had the Ninth Circuit Court of Appeals not decided in favor of California drivers and Oregon drivers, Alexander v. FedEx Ground Package Sys., Inc., 765 F.3d 981 (9th Cir. 2014); Slayman v. FedEx Ground Package Sys., Inc., 765 F.3d 1033 (9th Cir. 2014), or if the Eighth and Eleventh Circuit Courts of Appeal hadn't found the drivers from Missouri and Florida to be entitled to trials. See Gray v. FedEx Ground Package Sys., Inc., 799 F.3d 995 (8th Cir. 2015) (Missouri law); Carlson v. FedEx Ground Package

Sys., Inc., 787 F.3d 1313 (11th Cir. 2015) (Florida law). Those cases were part of the trend in the law that seemed to be shifting away from FedEx Ground's legal position, and the New Jersey class benefitted from it. The depositions co-lead counsel took of FedEx Ground's national officers produced information that applied to all of the cases.

But the spillover might be less than it appears at first blush. Substantial discovery surrounded local dispatch terminals, and the lion's share of the briefs on class certification and summary judgment were devoted to the specific laws of the various states.

There no doubt was some overlap of the work in those states and the work for the New Jersey class. At least some of the overlap of which the drivers complain no doubt was wastefully duplicative, but some of the overlap produced more generous settlements for drivers in all states, including New Jersey. These circumstances make it impossible to devise an arithmetic adjustment to co-lead counsel's fee request. I will, then, consider the reasonableness of their request while keeping in mind that there was significant overlap of the work co-lead counsel performed for each of the classes, including the New Jersey class.

#### D. The Megafund Briefs

Before I turn away from the objectors' principal arguments, a little more comment on their argument is appropriate. The objectors' briefs on the attorney fee petition contain a variety of accusatory words directed at co-lead counsel: "sleight of hand"; "efforts to misdirect this Court"; "red-handed double dipping";

“this nefarious approach”. The use of such language mystifies me: it doesn’t persuade, it doesn’t add credibility to the rest of the argument, and it serves to reduce even further the esteem with which public sees the legal profession.

Still more troubling is the following suggestion, for which no evidence at all was cited in the briefs or at the fairness hearing: “Further, there is nothing in the record that indicates that the \$243 million was not an agreed upon number by FedEx that only then had to be distributed to each of the MDL cases.” [Doc. No. 3021, at 5 n.2]. When the objectors filed the brief that contained that statement, the record already contained affirmations of all 3 co-lead counsel, filed almost 6 months earlier, explaining the negotiations with no suggestion of a pre-approved bottom line. The record also contained the affirmation of Beth Ross, one of the co-lead counsel, filed about 6 weeks before the objectors’ briefs, explaining the negotiating process. The record also contained the affidavits of the 2 objectors who had participated in the mediation session; their affidavits provided no support for the objectors’ brief’s suggestion.

Strong advocacy is one thing; accusing an opponent of unethical conduct is another. *Pro hac vice* admission in MDL-1700 required that counsel certify having read the Seventh Circuit’s Rules of Civility. I urge counsel for the objectors to refresh their familiarity with those Rules.

#### E. Reasonableness of the 30 Percent Request for Attorney Fees and Expenses

The sheer number of objections amounts to a red flag that demands I examine the request more carefully. I have no information that any side agreements are involved, and the attorneys involved as co-lead counsel are very capable and experienced in wage and hour litigation (and they faced very capable and experienced attorneys that FedEx Ground hired). The size of the settlement fund is \$25,425,000 after the third party administrator is paid, and up to 901 class members will share in the recovery.

The named plaintiffs and their attorneys agreed at the outset of the litigation that counsel would be compensated with 30 percent of any recovery.

The duration of the litigation has been far greater than usual – this case is nearly 12 years old. In part, that duration reflects this case’s having been co-mingled with the other cases in the MDL docket – it would have taken a judge in the District of New Jersey far less time to resolve class certification issues and summary judgment motions under New Jersey law than it took me to decide such things under the laws of 40 or so states – but it also reflects the complexity and risk involved. This class attacked FedEx Ground’s business model, which was firmly grounded on the principle of using independent contractors rather than employees. The class members had a lot at stake, as shown by the damages expert’s opinion that the class might recover nearly \$47 million if everything broke for the plaintiffs. This was no nuisance suit or likely coupon settlement. A hard battle was predictable from day one.



The attorneys handled this case on a pure contingent fee basis. Whatever investment they made in discovery and briefing of class certification and summary judgment motion was made largely between 2005 and 2008 – 11 years ago, give or take a year. That’s much longer than average for contingent fee attorneys in class actions, according to Professor Fitzpatrick.

The plaintiffs faced legal challenges they needed to overcome to establish their employee status and obtain meaningful damages. I discussed the issues surrounding the claims under the New Jersey Consumer Fraud Act, N.J. Stat. Ann. § 56:8-1 et seq., the New Jersey Wage Payment Law, N.J. Stat. Ann. § 34:11-4.1 to -4.14, and the Federal Aviation Administration Authorization Act of 1994, 49 U.S.C. §14501(c)(1) in Part II-B of this opinion. There was no directly favorable New Jersey precedent to support the common law claims. They faced (and overcame) a challenge in obtaining certification of a statewide class that included drivers with single routes, drivers with multiple routes, drivers who hired others to handle a route, drivers who signed employment contracts and those who signed as corporate entities. So while the plaintiffs’ bar generally views wage and hour cases as undesirable, Mr. Tofaute and his fellow drivers presented challenges that went well beyond the normal wage and hour case. The risk of non-liability and no compensation was great; these plaintiffs were in the court of appeals trying to reverse a finding of no-liability.

With all of that in their way, class counsel – armed primarily by a new direction in Kansas law and a few federal court of appeals decisions in cases the Panel remanded to transferor courts – achieved a truly remarkable result. FedEx

Ground agreed to pay \$25.5 million, reflecting over half of what the plaintiffs' damages expert thought they could recover if they ran the table.

Professor Fitzpatrick's analysis of recent cases from our circuit – which seems to have a greater preference than other circuits for the percentage-of-the-fund method of valuation – supports a fee award of 30 percent of the fund to be shared by counsel and class members. He reports that the average and median findings of market rate in contingent fee awards in labor and employment cases were 34.3 percent and 33.3 percent. He also noted that the awards he studied addressed only attorney fees and not expenses; co-lead counsel have included expenses within their requests. Plaintiffs' counsel report that expenses incurred in the MDL docket (not just in the New Jersey case) exceeded \$7,713,000.

A lodestar cross-check – inquiring into billable hours and billing rates – isn't encouraged in this circuit, see Williams v. Rohm & Haas Pension Plan, 658 F.3d 629, 638 (7th Cir. 2011); Cook v. Niedert, 142 F.3d 1004, 1013 (7th Cir. 1998), and I'm not undertaking such a cross-check. A very complex examination of time sheets, hourly rates in various markets, and records would be needed to arrive at a true lodestar figure for this case alone. Co-lead counsel report, just in case, that across this litigation (not just this case), co-lead counsel and their firms have devoted more than 149,393 hours, producing an unadjusted collective lodestar fee of \$74,540,341 had they billed by the hour. It would take only a modest 1.3 multiplier, co-lead counsel tell me, for the lodestar calculation to match the percentage-of-the-fund calculation across the litigation.

The objectors' arguments about the overlap of services provided to the various classes would add another dimension to any attempted lodestar calculation and check. In *Alexander v. FedEx Ground*, for example, Judge Chen attributed about \$12.4 million in lodestar work on the MDL to *Alexander*. See *Alexander v. FedEx Ground*, No. 05-cv-38, 2016 WL 3351017, at \*3 (N.D. Cal. June 15, 2016). This would need to be subtracted out of co-lead counsel's estimated lodestar figure for the MDL, but the fee award in that case is on appeal and might be adjusted. The fee award is unpaid. Fee awards in other remanded cases total \$6,304,893, and I would need to deduct the amount of fees expected to be paid in those that can be attributed to work on cases still in the MDL. I don't have an accurate way to calculate the denominator from which I can then derive a multiplier.

For me to count up, or assign weight to, the various points I have discussed (effectively transforming them into "factors") would be inconsistent with the law of our circuit. It would be what our court of appeals has called "chopped salad". *In Re Synthroid Marketing Litig.*, 264 F.3d 712, 719 (7th Cir. 2001). But these are the reasons I conclude that the requested 30 percent (after accounting for the costs of administration) produces a reasonable attorney fee:

1. At the outset of the attorney-client relationship, it would have been plain to the clients and attorneys that this litigation would be hard fought and would take years. FedEx Ground's very business model was at stake, and, if the class was defined broadly, the drivers would have hundreds of thousands – maybe millions – at stake. The history of this

- case – what would have been the future at the outset of the relationship – was even worse, with the case being centralized in a multidistrict litigation docket, the extensive discovery already discussed, and a decade of litigation, and no end in sight that would benefit the plaintiffs.
2. Because of the anticipated duration of the case, it also would have been plain to all that the attorneys would have to turn away prospective clients and tie up their own funds for the life of the case.
  3. Counsel produced exceptional results in the face of long odds. New Jersey law provided no assurance of success, and these plaintiffs were appellants at the time of the settlement. See Redman v. RadioShack, 768 F.3d at 633 (“the central consideration is what class counsel achieved for the members of the class rather than how much effort class counsel invested in the litigation.”).
  4. The amount of recovery would have been a fraction of what this settlement proposal contains had counsel not persuaded me to certify a class that included drivers with a single work area, drivers with multiple work areas, drivers who contracted with FedEx Ground under a corporate identity, and drivers who simply hired others to cover some of their assigned routes.
  5. Of the 20 fee contracts in the cases that remain in MDL-1700, none set a percentage of the recovery less than the 30 percent requested here, and some set the percentage at one-third of any recovery.

6. There is nothing from which I can infer that unsophisticated (in the market for legal services) clients – when compared with institutional plaintiffs – would request a tapered-fee arrangement.
7. The fee request, unlike those to which it might be compared, includes expenses rather than seeking them separately. While I can't say how much is attributable to the New Jersey case as opposed to the others co-lead counsel was handling, the overall total of expenses was \$7.7 million.

For all of these reasons, I approve, in large part, the proposed settlement agreement's proposed award of attorneys' fees and expenses, in the total amount of \$7,627,500 (30 percent of the gross settlement amount, less the cost of administration).

#### IV. SERVICE AWARDS TO CLASS REPRESENTATIVE

Class counsel request service awards of \$15,000 to each of the 7 named plaintiffs. They explain that (in addition to the extraordinary duration of their service) the class representatives did far more than the average class representatives. Reams of records had to be collected, the class representatives sat for grueling day-long depositions. Class counsel notes that the requested awards are in line with several that have been approved in cases from within this circuit, citing Cook v. Niedert, 142 F.3d at 1016 (\$25,000); In re Southwest Airlines Voucher Litig., No. 11 C 8176, 2013 WL 4510197, at \*11 (N.D. Ill., Aug. 26, 2013) (\$15,000 to 2 plaintiffs); Heekin v. Anthem, Inc., No. 05-cv-1908, 2012

WL 5878032 at \*1 (S.D. Ind. Nov. 20, 2012) (\$25,000); Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc., No. 07 C 2898, 2012 WL 651727, at \*17 (N.D. Ill. Feb. 28, 2012); (\$25,000 to each of 7 plaintiffs); Will v. Gen. Dynamics Corp., Civ. No. 06-698, 2010 WL 4818174, at \*4 (S.D. Ill. Nov. 22, 2010) (\$25,000 to 3 plaintiffs). No objections were directed to this request.

The request for \$15,000 service awards for each of the seven class representatives is just, fair and reasonable.

#### V. CONCLUSION

Based on the foregoing, the court:

(1) OVERRULES the objections of Mr. Ponzoni, the seven class representatives, and all others filed.

(2) GRANTS IN PART the plaintiffs' unopposed motion for final approval of the New Jersey class action settlement calling for payment of \$25,500,000 to the plaintiffs [Doc. No. 2952].

(3) DENIES as moot the plaintiffs' earlier motion for final approval [Doc. No. 2869].

(4) GRANTS IN PART the plaintiffs' motion for attorney's fees and costs [Doc. No. 2782]; AWARDS Patrick Carrigan, Frank Cucinotti, Michael Kilmartin, Francis Dennis Lynch, David McMahon, Thomas Mikulski and Michael Tofaute each \$15,000 for their services in this case; DIRECTS payment of that amount from the settlement fund to them, in accordance with the terms of the settlement

agreement; and AWARDS plaintiffs' counsel \$7,627,500 for their services on this case.

(5) ORDERS that:

A. The parties shall perform, or cause to be performed, the remaining terms of the settlement as set forth in the settlement agreement. The court authorizes the payment by the settlement administrator of the settlement funds in accordance with the terms of the settlement agreement.

B. Prior timely opt-outs on the list maintained by the claims administrator are not included in, or bound by, this order and final judgment. Those timely opt-outs are not entitled to any recovery from the settlement proceeds obtained through this settlement.

C. The court hereby DISMISSES with prejudice this action, specifically including the Released Claims, with each party to bear its own costs and attorney's fees, except as provided below. The court incorporates the Class Action Settlement Agreement [Doc. No. 2705-1] by reference in this order.

As set forth in the Settlement Agreement, "Released Claims" means all claims, actions, causes of action, administrative claims, demands, debts, damages, penalties, costs, interest, attorneys' fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, which: (i) are owned or held by the plaintiffs and class members and/or by their affiliated business entities (if any), or any of them, as against Releasees, or any of them; (ii) arise under any statutory or common law claim which was asserted in this lawsuit or, whether or not asserted, could have

been brought arising out of or related to the allegations of misclassification of plaintiffs and class members as independent contractors set forth in the operative complaint; and (iii) pertain to any time in the Release Period. The Released Claims include any known or unknown claims for damages and injunctive relief. The Released Claims include but are not limited to claims under The New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the New Jersey Wage Payment law, N.J.S.A. 34:11-4.1 et seq., the Declaratory Judgment Act, 28 U.S.C. § 2201, and common law claims for fraud, breach of contract, rescission, unjust enrichment, or declaratory judgment. The release excludes claims arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq. Further definitions of “Released Claims” can be found in Sec. I, para. S of the Settlement Agreement [Doc. No. 2705-1].

“Releasees” means: “(a) [FedEx Ground], and its consolidated subsidiaries, successors, predecessors, assigns, affiliates, parent companies, shareholders, officers, directors, agents, insurers, attorneys, and employees; and (b) [FedEx Ground’s] past, present, and future shareholders, officers, directors, agents, employees, attorneys, and insurers.” (Settlement Agreement, Sec I, para. T). “Release Period” refers to the time period from May 19, 1999 through April 30, 2016. (Settlement Agreement, Sec. I, para. U). [Doc. No. 2705-1].

D. Upon the entry of this order, the plaintiffs and all class members shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against all Releasees. “Class members” include “All persons who: 1) entered into a FedEx Ground or FedEx Home Delivery form



Operating Agreement (now known as form OP-149 and Form OP-149-RES); 2) drove a vehicle on a full-time basis (meaning exclusive of time off for commonly excused employment absences) from May 19, 1999 through October 15, 2007 to provide package pick-up and delivery services pursuant to the Operating Agreement; and 3) were dispatched out of a terminal in the state of New Jersey.” [Doc. No. 2705-1]. A list of the class members is attached to this order as Exhibit A. To the extent additional individuals are identified who qualify as class members under the terms of the settlement agreement, they will be bound by this order.

E. Upon the entry of this final approval order, the plaintiffs and all class members are barred and enjoined from asserting, filing, maintaining, or prosecuting, or in any way participating in the assertion, filing, maintenance or prosecution, of any action asserting any Released Claim against any of the Releasees, as set forth in and in accordance with the terms of the settlement agreement. Nothing in this order shall in any way impair or restrict the right of the parties to enforce the terms of the settlement.

F. The Parties’ agreed upon procedure for disbursement of the \$255,000 reserve fund provided for in the Settlement Agreement and the Plaintiffs’ Motion for Final Approval [Doc. No. 2952], with such claims to be paid approximately 220 days after checks are issued to pay the claims of persons who fit the class definition but who were not previously identified as members of the plaintiff class according to the settlement formula described in the Settlement Agreement, is APPROVED. FedEx Ground will submit a list containing the names of such

persons within 220 days of this order; this list will supplement the class member list attached as Exhibit A and such persons will be bound by this order.

G. The parties' request for appointment of Legal Services of New Jersey, P.O. Box 1357, Edison, NJ 08818-1357 to be the *cy pres* beneficiary is APPROVED.

H. Neither the settlement, nor any act performed or document executed pursuant to or in furtherance of the settlement, is or may be deemed to be or may be used as: (a) an admission of, or evidence of, the validity of any Released Claim or any wrongdoing or liability of any Releasee; (b) an admission or concession by the plaintiff or any class member of any infirmity in the claims asserted in the operative complaint filed in this action; (c) an admission of, or evidence of, any fault or omission of any of the Releasees in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

I. The third-party administrator, Rust Consulting, Inc., may retain up to \$75,000 as compensation for settlement administration.

J. Without affecting the finality of this judgment in any way, the court retains continuing jurisdiction over: (1) the enforcement of this order and final judgment; (2) the enforcement of the settlement agreement; (3) the distribution of the settlement proceeds to the class members and the *cy pres* beneficiary; and (4) class counsel's proposed allocation of attorney's fees to plaintiffs' counsel to be submitted to the court.

The clerk of this court is directed to enter judgment accordingly.

SO ORDERED.

ENTERED: April 28, 2017

/s/ Robert L. Miller, Jr.  
Judge  
United States District Court

Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
1	10000014	ANDREOLI, GIACOMO C	A 2 B DELIVERY LLC	A2B EXPRESS CORP		
2	10000021	NEVRUZ, ABDULLAH	SILPAGAR INC			
3	10000038	HIMES, ADAM				
4	10000045	BURGOS, ADIEL B	AB77 INC			
5	10000052	RODRIGUEZ, ADRIANA				
6	10000069	CATALANO, GIACOMO	AGMC ENT	AGMC ENTERPRISES		
7	10000076	AHERN, DONALD E	AHERN INC			
8	10000083	VANYO, ALAN	MAJIC EXPRESS INC			
9	10000090	HOPKINS, ALBERT				
10	10000106	SLENDZOKA, ALBINAS				
11	10000113	TAPIA, ALEXANDER				
12	10000120	RAPOZO, ALEXIS MANUEL	ALEXPRESS LLC			
13	10000137	HUBER, ALFONS				
14	10000144	ALTIMIRANDA, ALFREDO				
15	10000151	PRIOLO, ANTHONY				
16	10000168	ARZUNIAN, LEON	AVAL INC			
17	10000175	SCHNEIDER, JONATHAN	BAM EXPRESS 5 INC			
18	10000182	LUBERTO, BENJAMIN				
19	10000199	BORGES, ANDERSON	BORGES TRANSPORTATION			
20	10000205	WYMAN, BRADLEY				
21	10000212	BRANEG TRUCKING CORP	BRANEG TRUCKING CORP			
22	10000229	BRUCK, BRENDA				
23	10000236	MCLAUGHLIN, BRIAN CHRISS	J&B DELIVERY LLC	MAC HAULING INC		
24	10000243	MACDONALD, BRIAN V				
25	10000250	EUFEMIA, BRUCE	METONE CORPORATION			
26	10000267	GENTILE, BRYAN GENE				
27	10000274	WILCOX, BRYAN				
28	10000281	LEE, BYUNG	BS LEE, INC			
29	10000298	CORTEZ, CAIRO				
30	10000304	ALVAREZ, CARLOS				
31	10000311	NAULAGUARI, CARLOS F	CFNV CORP			
32	10000328	GARCIA, CARLOS				
33	10000335	ROZO, CARLOS J				
34	10000342	COLOMA, CARLOS M				
35	10000359	CARROLL, DOUGLAS ALAN	CARROLL TRUCKING	JKM TRANSPORT, INC		
36	10000366	VIRGIL, CARL K	CASSR INC			
37	10000373	DURAND, CHARLES R	CHARLES DURAND INCORPORATED			
38	10000380	WADE, CHARLES				
39	10000397	MIRANDA, CHRISTIAN JUSTIN	KAD CORPORATION			
40	10000403	SMITH, CHRISTIAN M				
41	10000410	DAVISON, CHRISTOPHER				
42	10000427	MIRASOLA, CHRISTOPHER				
43	10000434	SCOTT, CHRISTOPHER				
44	10000441	WYATT, CHRISTOPHER OLIVER	CHRYSEL LLC			
45	10000458	CARMODY, CRAIG	CJ'S P&D INC			
46	10000465	BENNETT, CLINTON				
47	10000472	SYKES, CONROY				
48	10000489	WEISS, PAUL	CRACK OF DAWN LOGISTICS LLC			
49	10000496	CORALES, DANIEL A	D CORALES DELIVERY LLC	D CORALES DELIVERY INC		
50	10000502	FERNANDEZ, DANGER				
51	10000519	DRUMMOND, DANIEL	DOUBLE D TRUCKING INC			
52	10000526	JANKOWSKI, DANIEL	D W J TRANSPORTATION INC			
53	10000533	MICHEL, DANIEL JUNIOR				
54	10000540	ORTS, DARLENE				
55	10000557	GRANATO, DARRIN J				
56	10000564	DOYLE, DAVID				
57	10000571	LOHOFF, DAVID	SCRABBLETOWN INC			
58	10000588	PARMEGIANI, DAVID				
59	10000595	ROMANO, DAVID				
60	10000601	DIPACE, DEAN				
61	10000618	DEGROOT, JASON	DEGROOT INC	T D N INC		
62	10000625	STEPHENS, MARC T	DENMARC INC			
63	10000632	BOWDEN, DENNIS A	BOWDEN'S EXPRESS, INC			
64	10000649	COOPER, DENNIS ALAN	DENNISCOOP CORPORATION			

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65	10000656	GAUNTT, DENNIS				
66	10000663	LOTA, DAVID G	DGL ENTERPRISES INC			
67	10000670	VENTURA, DOMINGO				
68	10000687	SMITH, DON				
69	10000694	CIRCELLI, DONATO				
70	10000700	THOMPSON, EDMIL				
71	10000717	GIST, EDWARD				
72	10000724	STEWART III, EDWARD JAMES	EDWARD STEWARD CORPORATION			
73	10000731	HAGAN, EDWIN				
74	10000748	ORENGO, ELMER H				
75	10000755	GONZALEZ, EMILIO				
76	10000762	LUDWIG, ESTHER	ERL INC			
77	10000779	MARCELINO, ERNESTO PONS	E MARCELINO CORPORATION			
78	10000786	MEDINA, ERVIN	NJ DELIVERY EXPRESS	MEDINA GLOBAL INNOVATION CORP		
79	10000793	BROWN, EUGENE F				
80	10000809	KHAN, AMIR	KHAN INC			
81	10000816	GLEMBOCKI, ANTHONY J				
82	10000823	LAWSON, WILLIAM	ASW LOGISTICS, LLC	SONBY CORP		
83	10000830	GIFFORD, DREW L				
84	10000847	NEAL, ERNEST				
85	10000854	LEE, EUN S	WIJUS TRANSPORT INC			
86	10000861	GOMEZ, FELIX E				
87	10000878	PEREZALBALADEJO, GUILLERMO	FINASRIN INC			
88	10000885	SULEIMAN, AYMAN T	AA EXPRESS LLC			
89	10000892	ILIC, ALEKSANDAR				
90	10000908	KARGBO, ALEX				
91	10000915	BILEN, ALI	JONALL TRUCKING LLC	DALI TRANSPORTATION, INC		
92	10000922	HALL JR., ROBERT E	ALYROB INC			
93	10000939	ASSAF, AHMAD OMAR	AMXS INC			
94	10000946	MARAGOTO, ANDRES L				
95	10000953	ARENA, ANDREW	DARENA, INC			
96	10000960	CRONIN, ANDREW				
97	10000977	BRUNO, ANTHONY				
98	10000984	DISERIO, ANTHONY	APD TRUCKING INC			
99	10000991	BRYANT, ARTHUR				
100	10001004	GOMES, AVERALDO				
101	10001011	ELSAKKA, AYMAN	NEW JERSEY EXPRESS INC			
102	10001028	BALUYOT JR, GERARDO	BALUYOT SERVICES			
103	10001035	CONDON JR., BOB VINCENT	RVC TRUCKING INC			
104	10001042	BOMTEMPO, MARIO LUCIO	BOMTEMPO CLEANING CORP	MLDB EXPRESS CORP		
105	10001059	KEEGAN, BRIAN	KEEGAN TRUCKING INC			
106	10001066	SCHROB, BRIAN L	SCHROB CORP			
107	10001073	GANN, BRUCE				
108	10001080	BENNEWITZ, BRYAN				
109	10001097	CARRERA, GERARDO	J A CARRERA SERVICES INC			
110	10001103	FULCO, CARL				
111	10001110	SCHAFER, CARLON	CARPAT TRANSPORTATION INC			
112	10001127	IRIZARRY, CARLOS	C I DISTRIBUTORS, INC			
113	10001134	CUBAS, CESAR A				
114	10001141	COVINGTON, CHARLES				
115	10001158	IRIZARRY, CHUVANO				
116	10001165	OBREGON, WILLIAM M	COISCO EXPRESS SERVICES CORP	WAF EXPRESS	WAF EXPRESS CORPORATION	
117	10001172	WATSON, COLLIN C	COLLIN WATSON PICK UP & DELIVERY SERVICE INC			
118	10001189	RANDALL, COURTNEY EDWARD				
119	10001196	KAUFMAN, CARL I	CRVN LLC			
120	10001202	ACOSTA, DANIEL	DACOSTA SERVICES	DACOSTA SERVICES INC		
121	10001219	MROCZKOWSKI, DANIEL	MROCZKOWSKI TRUCKING INC			
122	10001226	MCMAHON, DAVID A				
123	10001233	SALTER, DAVID				
124	10001240	SHELL, DAVID				
125	10001257	STEARLEY, DAVID	STEARLEY, INC			
126	10001264	NOON, DENNIS J	MARLTON GROUND INCORPORATED			
127	10001271	PALMIERI, DENNIS				
128	10001288	CARVAJAL, DIDIER				

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129	10001295	HAS, YUSUF	DILARA SHIPPING LLC	DILARA SHIPPING CORPORATION		
130	10001301	START, DOUGLAS A				
131	10001318	HENSAS SR , EDMUND ANTHONY				
132	10001325	CAULFIELD JR , EDWARD T	EDEX INCORPORATED			
133	10001332	PETERS, EDWARD F				
134	10001349	GIL, EDWARD				
135	10001356	CALIXTE, EDY				
136	10001363	ESPOSITO, ANTHONY	ELITE DEVELOPMENT PARTNERS, LLC			
137	10001370	DUZGUN, ERCAN	DUZGUN TRUCKING INC			
138	10001387	KHALIL, FADI	FADI'S EXPRESS	FADI EXPRESS CORPORATION		
139	10001394	LENZ, SCOTT	FOCUS ENTERPRISES LLC			
140	10001400	RAJABI, FOUAD	FOUAD'S TRANSPORT CORP			
141	10001417	DIAZ, FRANCISCO				
142	10001424	GOTAY, FRANCISCO				
143	10001431	ALFONSO, FRANK	ALFONSO TRUCKING	BULK TRUCKS INC		
144	10001448	CUCINOTTI, FRANK				
145	10001455	HAUN, FRANK	FFH LOGISTICS INC			
146	10001462	SCHIOppo, FRANK				
147	10001479	ULLOA, FREDDY	DEIZY ENTERPRISES CORPORATION			
148	10001486	SELMECI, GABOR	GABOTRANS LLC	SELTRANS CORPORATION		
149	10001493	VAIDY, GANGADHAR				
150	10001509	LLOYD, EVERAL	GARDEN STATE COURIER INC	GARDEN STATE DEL & LOGISTICS		
151	10001516	JARRETT, GARTH	JARRETT'S EXPRESS, INC			
152	10001523	BILLUPS, GARY				
153	10001530	CUNNINGHAM, GLENFORD	GDC TRANSPORT CORPORATION			
154	10001547	GABEL, GENE B	GBG TRUCKING INCORPORATED			
155	10001554	CRACCO, GENNARO				
156	10001561	COUTERMARSHJR, GEORGE C				
157	10001578	DARKO, GEORGE				
158	10001585	PONZONI, GEORGE W				
159	10001592	ORTEGA, GERARD R				
160	10001608	WAIGUCHU, GITONGA				
161	10001615	GLEESON, EDWARD	GLEESON DISTRIBUTIONS INC			
162	10001622	PERKINS, DARYL	GOD IS FAITHFUL INC			
163	10001639	ROPERTO, GREGG				
164	10001646	FREEMAN, GREGORY				
165	10001653	FOX, GREGORY J	GREGORY J FOX INC			
166	10001660	JOSEPH, GRISETA				
167	10001677	MONA, GUSTAVO				
168	10001684	PATEL, HARESH R				
169	10001691	HENRY, HARRY				
170	10001707	STAGGS, HARRY				
171	10001714	HASPEL, KENNETH A	HASPEL SERVICES INC			
172	10001721	AROESTE, IAN H				
173	10001738	LUKIC, IGOR				
174	10001745	KIAWU, ISAAC	ISAAC TRUCKING LLC			
175	10001752	FEIST, GERARD	J&L ELITE ENTERPRISES, INC			
176	10001769	JOHNSON, JACK				
177	10001776	BROWN, JACKSON				
178	10001783	BORDETSKY, JACOB N				
179	10001790	GEPHART, JOEL	EASTERN GRANITE INC	JAGCOR LLC		
180	10001806	RAMIREZ, JORGE A	JAM RAMIREZ LLC			
181	10001813	DUTTON JR , JAMES				
182	10001820	HOUGH, JAMES				
183	10001837	ISREAL, JAMES				
184	10001844	SMITH, JAMES J				
185	10001851	FINNEY, JAMES S				
186	10001868	IBARRA, JAMIE				
187	10001875	WILLIAMS, JAMIE				
188	10001882	SUTKOWSKI, JAN				
189	10001899	JARAMILLO, MARIO	JARAMILLO TRUCKING CORP			
190	10001905	DAINO, JASON				
191	10001912	WOODY, JASON HARLEY				
192	10001929	ZVOLENSKY, JASON				

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193	10001936	RUIZ, JAVIER A	ANGELINNE TRANSPORTATION INC			
194	10001943	PAUCAR, JAVIER				
195	10001950	SMARGIASSI, JEFF				
196	10001967	ADDINO, JEFFERY J				
197	10001974	MEYER, WILLIAM J	JENALI INC	WILLIAM MEYER LLC		
198	10001981	KUAN, JERRY				
199	10001998	TLATENCHI, JESUS	JESUS & BESSY TRANSPORTATION CORP			
200	10002001	CARDONA, JHON ALEXANDER				
201	10002018	ENGERT, TED	JNJE INC			
202	10002025	SILVA, JOAO	JON'S TRUCKING INC			
203	10002032	JIMENEZ, JOEL	JOEL'S TRUCKING INC			
204	10002049	WOLF, JOHN B	ALPHA WOLF CORPORATION			
205	10002056	DESIMONE, JOHN				
206	10002063	ELLEY, JOHN				
207	10002070	FISCAL, JOHN				
208	10002087	CARR, JOHN J	JC ALOHA TRUCKING INC			
209	10002094	PIEKARSKI, JOHN J				
210	10002100	POST, JOHN J				
211	10002117	MASON, JOHN				
212	10002124	PROSS, JOHN MATTHEW				
213	10002131	PALUGHI, JOHN				
214	10002148	SALIBA, JOHN				
215	10002155	STAFFORD, JOHN				
216	10002162	TARQUINO, JOHN				
217	10002179	WALLACE, JOHN				
218	10002186	NAVAS, JORGE				
219	10002193	ORMENO, JORGE	KIAISMA SERVICE INC			
220	10002209	GOMEZ, JOSE ALBERTO	GOMEZ FLASH SERVICES INC	LILI-ANGE SERVICE INC		
221	10002216	LEZCANO, JOSE LUIS				
222	10002223	VELAZQUEZ, JOSE M				
223	10002230	MANUEL, JOSE				
224	10002247	OSORIO, JOSE MANUEL	JOSE M OSORIO INC	V AND J'S TRUCKING INCORPORATED		
225	10002254	GARCIA, JOSE MISAEAL	E&M GARCIA LLC	M & G GARCIA CORP		
226	10002261	PADILLA, JOSE				
227	10002278	SERRANO, JOSE				
228	10002285	BARTOLOMEI, JOSEPH	JOE BART, INC			
229	10002292	COLLINS, JOSEPH F	J COLLINS TRANSFER INCORPORATED			
230	10002308	LUIPERSBECK, JOSEPH G				
231	10002315	EVANOFF JR , JOSEPH M	HAICO INC			
232	10002322	TREGL, JOSEPH M	J T TRUCKING INC			
233	10002339	OWENS, JOSEPH				
234	10002346	DELUCIA, JOSEPH R				
235	10002353	SANTARSIERO, JOSEPH				
236	10002360	SMASHEY SR , JOSEPH NORMAN	SMASH N DASH DELIVERIES			
237	10002377	NEWTON, JOSHARIF	S N TRUCKING INC			
238	10002384	OBREGON, JOSHUA				
239	10002391	ORE, JUAN E				
240	10002407	HONG, JUNG				
241	10002414	LUKOMSKI, GREG	K & G SHIPPING LLC	G&K SHIPPING INC		
242	10002421	GHERARDI, KENNETH A	KAG DISTRIBUTION SERVICES LLC	KG2 SERVICES INC		
243	10002438	FUNG, KAM TING	FUNG & CO INC			
244	10002445	TOZUN, KAMIL				
245	10002452	MATHERS, KAREN P				
246	10002469	SCHUCKER, KARL				
247	10002476	CARTER, WILLIAM	K B CARTER INC			
248	10002483	KEARNEY, STEVE	KEARNEY & ASSOCIATES INC	ALREADY GONE INCORPORATED		
249	10002490	SICKNICK, KEN				
250	10002506	HARRIS, KEVIN				
251	10002513	HUSSEY, KEVIN				
252	10002520	GREENJACK, KEVIN J				
253	10002537	BADWAN, KHALED	CALDWELL TRANSIT INC			
254	10002544	KANESKY, KIMBERLY				
255	10002551	PERICCIUOLI, KIRK	KWP TRUCKING INC			
256	10002568	KISH, FRANK				

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257	10002575	DAVILA, EDWIN	KIWI EXPRESS			
258	10002582	KOZUCH, KRZYSZTOF	JAKPOL TRANSPORT LLC	JAKPOL SERVICES CORP		
259	10002599	MODUSZEWSKI, KRZYSZTOF				
260	10002605	FERNANDEZ, SAMUEL	LA&S TRANSPORT			
261	10002612	SPENCER, HERBERT	LABASH TRANSPORTATION LLC	LABASH TRANSPORTATION, INC		
262	10002629	SULLIVAN, LARRY ALLEN				
263	10002636	MCCAFFERTY, LARRY				
264	10002643	DECKER, LAURIE BETH				
265	10002650	FERMIN, LEANDRO				
266	10002667	GONZALEZ, LEONARDO F	GONZALEZ TRANSPORTATION SERVICE LLC	L & Y GONZALEZ INC		
267	10002674	KERSAINT, LESLY				
268	10002681	LEKA, ZAB	LEX EXPRESS INC			
269	10002698	CROSTA, SCOTT M	LEXCO INC			
270	10002704	FORMAN, STEVEN	LEXJON TRUCKING LLC	LEXJON TRUCKING INC		
271	10002711	ARCINIEGAS, LIBARDO				
272	10002728	BROCK, LOUIS J	L J BROCK INC			
273	10002735	PEDALINO, LOUISIII	LP3 SERVICES LLC			
274	10002742	AREIZA, LUIS				
275	10002759	ACEVEDO, LUIS F	FERNANDO EXPRESS			
276	10002766	ROCHA, LUIS				
277	10002773	PINHEIRO, LUIS HENRIQUE	LUPI SERVICES	LUPI SERVICES CORPORATION		
278	10002780	KHALIL, SAM A	LUTFI FEDEX GROUND LLC			
279	10002797	GONZALEZ, LYNDON				
280	10002803	DAVIS, LYNNE E				
281	10002810	SOLORZANO, MACK ARTHUR	SOLORZANO TRUCKING INC			
282	10002827	RUOCO, ANTHONY	M A N TRUCKING INC			
283	10002834	COSTA, MANUEL FILIPE				
284	10002841	VELASQUEZ, MANUEL H				
285	10002858	PUJOLS, MANUEL				
286	10002865	GLORIANDE, MARCALLYN P				
287	10002872	LOPEZ, MARIA				
288	10002889	PADILLA, MARIO				
289	10002896	HUSTED, MARK D				
290	10002902	CONSTANTINO, MARK J				
291	10002919	KENNEDY, MARK				
292	10002926	LAVILLA, MARK S	MRL TRANSPORT INC			
293	10002933	SCHUMANN, MARK				
294	10002940	KENNEY, MARTIN	MARTIN KENNEY TRUCKING INC			
295	10002957	GALLIANO, MARK	MASM INC			
296	10002964	TREML, MATTHEW ANTHONY	QIK DELIVERY INC			
297	10002971	BARTLETT, GREGORY M	MAXTRANS LLC	MAXXPRESS CORP		
298	10002988	BATIR, MEHMET AKIF	EAST EX CORP	EASTEX CORPORATION		
299	10002995	AYDOGAN, MEHMET				
300	10003008	BALDWIN, MICHAEL MARTIN-LAWRENCE				
301	10003015	DEAS, MICHAEL				
302	10003022	LEPORE, MICHAEL THOMAS	LEPORE'S TRUCKING			
303	10003039	SARY, MICHAEL J				
304	10003046	JENKINS, MICHAEL JAMES				
305	10003053	KEYS, MICHAEL				
306	10003060	KILMARTIN, MICHAEL				
307	10003077	KOHLHEPP, MICHAEL				
308	10003084	LEIDERMAN, MICHAEL				
309	10003091	LEONE, MICHAEL				
310	10003107	LOUIS, MICHAEL				
311	10003114	MCKENZIE, MICHAEL				
312	10003121	MCMULLEN, MICHAEL				
313	10003138	MORGAN, MICHAEL				
314	10003145	MASTRO, MICHAEL R				
315	10003152	ROMANCHAK, MICHAEL				
316	10003169	SCHOETTLER, MICHAEL				
317	10003176	TOFAUTE, MICHAEL				
318	10003183	WARD, MICHAEL	CAPTAIN COURIER, INC			
319	10003190	WASSMER, MICHAEL				
320	10003206	CIELEMECKI, MICHAEL				



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321	10003213	PIERRE, MICHEL GRAND				
322	10003220	GORGA, MIKE				
323	10003237	MONK, MIKE				
324	10003244	VILLANUEVA, MIKE				
325	10003251	BLAGOJEVIC, MIROSLAV	MOAM TRUCKING INC			
326	10003268	HUSSEIN, MOHAMED				
327	10003275	HAMEEN, MUHAMMAD TALID	LET US M U H INCORPORATED			
328	10003282	WILLIAMS, MUHAMMED	MUHAMMAD'S TRUCKING INC			
329	10003299	MAUNG, NAYLYNN				
330	10003305	SPIRKOVIC, NEBOJSA				
331	10003312	MEKHEIL, GEORGE R	G M EXPRESS CO	GM EAST COAST INC	NEW GM EXPRESS INC	CK&G TRUCKING INC
332	10003329	ERFE, NOEL				
333	10003336	MALAVARCA, NORMAN				
334	10003343	GUADAGNI, NUNZIO S				
335	10003350	YUKSEL, OGUZHAN				
336	10003367	COLON, OMALIEL				
337	10003374	PEREZ, ORLANDO	ORLANDO PEREZ INC	KAP TRANSPORT INC		
338	10003381	BOWEN, ORTHNEAL DANLEY				
339	10003398	VENEGAS, OSCAR				
340	10003404	BARLOW, PATRICIA ANN				
341	10003411	MCHALEOSSO, PATRICIA				
342	10003428	BALSHAM, PAUL HARRIS	PAUL H BALSHAM ENTERPRISES, INC			
343	10003435	FLOYD JR, PAUL WILLIAM				
344	10003442	SATTAR, PERWEZ	PEJAYS INC			
345	10003459	WOODS, JEFFERY P	PERFORMANCE FUEL OIL CO			
346	10003466	MORGAN, PETER S	PETER MORGAN INC			
347	10003473	CAMPBELL, PHILIP				
348	10003480	LEPERA, PHILIP R				
349	10003497	MEANY, PHILIP THOMAS				
350	10003503	TOSTI, PHILIP	DAP COURIER SERVICE CORPORATION			
351	10003510	WASHINGTON, PHILLIP				
352	10003527	NIELSEN, ERIC	PIRANHA BROTHERS LLC			
353	10003534	LICSAUER, PAUL N	P-N-L TRANSPORTATION INC	P-N-L TRUCKING LLC	P-N-L TRANSPORTATION INC	
354	10003541	TETTYENSKY, ALEX	PRO DESIGN INC			
355	10003558	POINTKOWSKI, JOSEPH ROBERT	PT2PT LLC			
356	10003565	WARNER, ROBERT JOHN	R J WARNER LLC	RJ WARNER EXPRESS CORPORATION		
357	10003572	PISAREK, RADOMIR MARCIN				
358	10003589	BISOGNO, RALPH S	STELLATONY INC			
359	10003596	REESE, RALPH W				
360	10003602	EYSTAD, RANDALL	J THRU W INC			
361	10003619	HALL, RANDOLPH				
362	10003626	MASON, RANDY				
363	10003633	DELPINO, GEORGE T	RAPTURE LOGISTICS CORP			
364	10003640	GIBBS, RASHEEN	R L GIBBS INC			
365	10003657	SEGADO, RAUL R				
366	10003664	CHALENSKI, RAYMOND				
367	10003671	FORTINO, RAYMOND				
368	10003688	CALVO, RAYMOND J				
369	10003695	PAUL, RAYMOND J	RIDGEWOOD DISTRIBUTION INC			
370	10003701	MEJIAS, REY ANIBAL				
371	10003718	SCAGLIONE, RICARDO				
372	10003725	SINDONI, RICCARDO				
373	10003732	RICE, RAY C	RICE INC			
374	10003749	ANICOLA, RICHARD				
375	10003756	BAILEY, RICHARD				
376	10003763	MURRAY, RICHARD D	RDM SERVICES			
377	10003770	DECKER, RICHARD				
378	10003787	FARRELL, RICHARD				
379	10003794	MOSZCZYNSKI, RICHARD FRANK	AUNT REY LLC	R&N AND SONS TRANSPORT INC		
380	10003800	STERNBERG, RICHARD	RICH WORKS INC			
381	10003817	FALCONE, ROBERT A				
382	10003824	DOUCETTE, ROBERT				
383	10003831	BEATRICE, ROBERT J				
384	10003848	NORBERG, ROBERT J				

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385	10003855	DILLER, ROBERT JOHN				
386	10003862	SKEHAN, ROBERT JOHN				
387	10003879	ZINSLEY, ROBERT K				
388	10003886	COLLETTI, ROBERT N				
389	10003893	POLL, ROBERT	POLL TRUCKING INC			
390	10003909	PROVOST, ROBERT				
391	10003916	RISTOSKI, ROBERT	ROMAN EXPRESS INC			
392	10003923	ROSENWEIG, ROBERT	ROBERT ROSENWEIG INC			
393	10003930	FAJGIER, ROBERT S				
394	10003947	SANTINI, ROBERT	FIRST FRUIT DELIVERIES INC			
395	10003954	CLARK, ROBERT W				
396	10003961	JARRELL, ROBERT WALTER	JARRELL & SONS TRUCK	RWJ TRUCKING INC		
397	10003978	WARD, ROBERT				
398	10003985	WHEELER, ROBERT				
399	10003992	MARTINEZ, ROBERTO				
400	10004005	ALSTON, RODNEY E				
401	10004012	DEPAULA, RODRIGO A				
402	10004029	LOPERA, ROGELIO				
403	10004036	PITSKER, ROMAN				
404	10004043	RIVERS, ROMEO R				
405	10004050	RODRIGUEZ, ROMULO B	TRED CORP			
406	10004067	DAVIS, RON	RCD LOGISTICS, INC			
407	10004074	DESTEFANO, RONALD				
408	10004081	THOMPSON, RANDOLPH	R TEE EXPRESS INC			
409	10004098	TRBOVICH, RUDY	SILK CITY ENTERPRISES INC			
410	10004104	ALY, SHEHATA MOHAMED	ALY LLC	S ALY CORP	S ALY CORP	
411	10004111	ZAPATA, FELIPE A	ITZEL 94 LLC	ITZEL 94 INC	SADDAI INC	
412	10004128	SAXTON, PETER	SAXTON DELIVERY SERVICE LLC	PMS DELIVERY CORP		
413	10004135	CONNOR, SCOTT C				
414	10004142	KIGER, SCOTT GLENN				
415	10004159	STULTS, SCOTT RANDELL	MUDD CITY INCORPORATED			
416	10004166	STOKES, SCOTT				
417	10004173	GRANIT, SCOTT THOMAS				
418	10004180	HOFFMAN, SEAN				
419	10004197	SENATORE, ALBERT	SENATORE TRANSPORT INC			
420	10004203	PASTORE, SERGIO J	SERGEPAT INC			
421	10004210	SEVERINO, JOAO	SF 21 CO			
422	10004227	JAMES, SIDNEY B	SIDNEY JAMES INC			
423	10004234	MARTINEZ, JESUS B	SJR SOULUTIONS LLC			
424	10004241	TRIPOLITIS, SOTIRIS				
425	10004258	BROWN, SCOTT	STANLEASE INC			
426	10004265	VENTO, STEPHEN MICHAEL	SAND M TRUCKING LLC	MVPS TRUCKING INC		
427	10004272	NUCIFORA, STEVEN MARC				
428	10004289	OZGEN, SULTAN				
429	10004296	KIM, SUNG MIN				
430	10004302	SINGH, SWARN				
431	10004319	GERMAIN, TROY D	TDG CAPITAL INC			
432	10004326	REYNOLDS, THOMAS L				
433	10004333	LUTTMAN, THOMAS				
434	10004340	TOPPI, THOMAS				
435	10004357	WRIGHT, THOMAS				
436	10004364	ZANE, THOMAS				
437	10004371	HARUNAH, ABDUL				
438	10004388	TURKMANI, AMIR	AHSZN INC			
439	10004395	ELTORKY, AMR	JEN TRANSIT INC			
440	10004401	SANOFF, ANDREW J				
441	10004418	SIMONS, ANDREW				
442	10004425	PAPIOMITIS, ANESTO				
443	10004432	BUENO, ANGEL				
444	10004449	FIGUEROA, ANGEL				
445	10004456	MOSQUERA, ANIBAL	CLEVELAND TRUCKING CORPORATION			
446	10004463	NAIL, ANTHONY				
447	10004470	OGILVIE, ANTHONY				
448	10004487	KOCH, RICHARD	BASE RUNNER EXPRESS INC			

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449	10004494	PERSAUD, BIDESH				
450	10004500	GOMEZ, CLAUDIO ALBERTO				
451	10004517	DINGERDISSEN, CHARLES F	CD LOGISTICS INC			
452	10004524	FRANCHINE JR , CHARLES LEON				
453	10004531	CHUMPITAZI, CARLOS	CHUMPITAZI CORPORATION			
454	10004548	EL, CLAUDE				
455	10004555	CABANELAS, CLAUDIO A				
456	10004562	GRANT, CLEON				
457	10004579	JORDAN, COREY NIEL				
458	10004586	FOURATT, CRAIG				
459	10004593	MCKOY, CRAIG				
460	10004609	CUTRONA, DAVID A	D CUTRONA INC			
461	10004616	SCHER, MARC JOSEPH	DA EXPRESS LLC	AD EXPRESS INC		
462	10004623	SMITH, DALKEITH L				
463	10004630	COPELAND, DANA ERSKINE				
464	10004647	DOUGHERTY, DANIEL				
465	10004654	OSULLIVAN, DANIEL K	OSULLY CORP			
466	10004661	DEAL, DANIEL M				
467	10004678	RIVERA, DANIEL				
468	10004685	BEIHL, DARREN ANTHONY	STAGECOACH TRANSPORT INC			
469	10004692	MINNICH, DAVID				
470	10004708	WHIRLEDGE, DAVID W	WHIRLY RIG CORPORATION			
471	10004715	DJORDJEVIC, DEJAN				
472	10004722	DENSON, DELMAR				
473	10004739	VEGA, DIEGO				
474	10004746	LUCAS, DONALD				
475	10004753	SOLOMON, DONALD	C L ALCOBA INC			
476	10004760	QUINN, DOROTHY A				
477	10004777	BURKE, EDWARD				
478	10004784	NKETIAH, EDWARD				
479	10004791	CRESPO, EDWIN				
480	10004807	VALENTIN, EDWIN	LEV TRANSPORT, INC			
481	10004814	MC MILLAN, COLEMAN	EVICON INC			
482	10004821	LEVY, EYAL	EYAL LEVY INDUSTRIES INC			
483	10004838	HILL, FLETCHER	FLETCHER HILL INC			
484	10004845	DEFEO, CHARLES	FOUR DE INC			
485	10004852	PERNICE, FRANK ALFRED				
486	10004869	SUGLIA, FRANK	FRANK A SUGLIA LLC	F A SUGLIA INC		
487	10004876	ARMENTI, GARY A				
488	10004883	HARSCH, GARY				
489	10004890	CORDI, GARY	CORDI TRUCKING INC			
490	10004906	YUKSEL, GOKHAN	EFES EXPRESS	EFES EXPRESS II INC		
491	10004913	HARRIS, GORDON				
492	10004920	SAYLOR, GORDON				
493	10004937	GROMYAK, TARAS	GT TRANSPORTER	T TRANSPORTER INC		
494	10004944	ESCOBAR, HECTOR	HECTOR ESCOBAR TRUCKING, INC			
495	10004951	HEDIAN, JORGE F	HEDIANS TRANSPORT SERVICE			
496	10004968	MORERA, HENRY				
497	10004975	DZENIS, INTIS				
498	10004982	THOMAS, JOSEPH F	JF THOMAS INC			
499	10004999	OCONNOR, JAMES DENNIS				
500	10005002	WARD, JAMES F				
501	10005019	PUORRO, JAMES				
502	10005026	NEMORIN, JEAN T				
503	10005033	MARRA, JEFFREY				
504	10005040	SMITH, JEFFREY S				
505	10005057	YOKA, JEROMIS W	JEROMIS INC			
506	10005064	CAPERS, JESSE				
507	10005071	ALFONSO, ALEJANDRO	JETSET EXPRESS LLC			
508	10005088	MATIAS, JIMMY	EE TRUCKING DELIVERY	ES TRUCKING DELIVERY INC		
509	10005095	BUENANO, JOSE LUIS	JLB TRANSPORT LLC	JLT TRANSPORT CORP		
510	10005101	SALCEDO, JOSE	J L S SERVICE			
511	10005118	ALBANESE, JOHN				
512	10005125	GLADDEN, JOHN				

Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
513	10005132	ROCHFORD III, JOHN J				
514	10005149	HILDUM, JON E	SUNRISE DELIVERY SERVICE CORPORATION			
515	10005156	STOTTLEMYER, JOHN	JONNICK INC			
516	10005163	SANTIAGO, JOSE				
517	10005170	DUNN, JOSEPH	GET R DUNN TRUCKING INC			
518	10005187	MONDEROY, JOSHUA DELANO	J D MONDEROY INC			
519	10005194	CIARDIELLO, KARL J				
520	10005200	WATERMASYSK, KEITH M				
521	10005217	NUNES, KEITH				
522	10005224	DESOUZA, KELSEI J				
523	10005231	ROWE, KENNETH BOUVIER				
524	10005248	CUNNIFFE, KEVIN				
525	10005255	FORD, MICHAEL	KNS TRUCKING LLC	FORDS TRUCKING COMPANY		
526	10005262	HILL, LAWRENCE JAMES	LAW HILL CORPORATION			
527	10005279	LARA, LEONARDO				
528	10005286	REAVES, LEROY				
529	10005293	KOZARSKI, LINDA	LINKO CO INC			
530	10005309	ROBERSTON, LAWRENCE	LNK DELIVERY SERVICES			
531	10005316	VILLAFUERTE, LUIS A	LOU'S DELIVERY SVC LLC			
532	10005323	VICTORIA, LUDIVIA				
533	10005330	VENEGAS, LUIS M				
534	10005347	MARROQUIN, MARCOS	KARREL'S TRUCKING INC			
535	10005354	SIMMONS, MARK				
536	10005361	SOJKA, MARK				
537	10005378	THOMAS, MARLON O	THOMAS, MARLON O	MARPAL DELIVERY SERVICE INC		
538	10005385	JAKIMOWICZ, MATTHEW T	M JAK TRANSPORT INC			
539	10005392	MESSINA, MICHAEL				
540	10005408	MORINGIELLO, MICHAEL				
541	10005415	ONEILL, MICHAEL				
542	10005422	PRICE, MICHAEL				
543	10005439	CAPRERA, MIKE				
544	10005446	DAVIS, MIKE				
545	10005453	OZGEN, MUHAMET H				
546	10005460	ZITA, DAN	NEW JERSEY ERRAND SERVICE INC			
547	10005477	BONSANTO, NICHOLAS				
548	10005484	MARIOTTI, NICHOLAS STEPHEN				
549	10005491	MORALES, NICHOLAS	MORALES EXPRESS INC			
550	10005507	CARRIGAN, PATRICK				
551	10005514	HAUGHEY, PATRICK MICHAEL				
552	10005521	NGEI, PATRICK				
553	10005538	WHILDEN JR , PAUL A				
554	10005545	WINKELMAN, PAUL	PJSJW CORP			
555	10005552	PROFANATO, JAMES	PROFANATO TRANSPORT INC			
556	10005569	WHITE, WILLIAM	PULPWOOD INC			
557	10005576	LOGAN JR , RALPH W				
558	10005583	ZUNIGA, RAMON A	RAMON ZUNIGA, INC			
559	10005590	KONOPKA, ROBERT	RHK DELIVERY LLC			
560	10005606	LUCEY, RICHARD				
561	10005613	SNYDER, RICHARD				
562	10005620	SUNDERLAND, RICHARD				
563	10005637	RIVITZ, MICHAEL I	R I NO 2 CORPORATION	R I NO 2 CORPORATION	R I NO 2 CORPORATION	
564	10005644	SKIPTUNIS, RAYMOND	RMS DELIVERY LLC	MNR ENTERPRISES INCORPORATED		
565	10005651	DUNLAP, ROBERT				
566	10005668	CONOVER, ROBERT J				
567	10005675	BAER, ROBERT S	R S BAER INCORPORATED			
568	10005682	HANSEN, ROBERT W				
569	10005699	BELLO, ROBERTO				
570	10005705	CONTRERAS, RONALD				
571	10005712	VENEZIA, RONALD				
572	10005729	KUNICKI, RYSZARD	RYMAK INC			
573	10005736	RIVELL, RYNE FRANK	RIVELL TRANSPORT INCORPORATED			
574	10005743	ESPOSITO, SANTOLO D				
575	10005750	LEVINE, SCOTT	SDB TRUCKING LLC	SDB PACKAGE AND DELIVERY CORPORATION		
576	10005767	NOWAK, SEBASTIAN				

Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
577	10005774	SHEPHERD, TIMOTHY WAYNE	SHEPEXRESS INC			
578	10005781	FILOZOF SR , JOHN	SI EXPRESS, LLC			
579	10005798	BROWN, STANLEY L				
580	10005804	SUDIA JR, STEPHEN				
581	10005811	KIERNAN, THOMAS				
582	10005828	LEE, THOMAS				
583	10005835	KAYS, THOMAS M				
584	10005842	GRANDE, THOMAS O				
585	10005859	FORREST, THOMAS R	FORREST TRUCKING INC			
586	10005866	REYNOSO, THOMAS				
587	10005873	WILSON, TIM				
588	10005880	HAGAR, TIMOTHY				
589	10005897	HEALE, TIMOTHY				
590	10005903	ROONEY, TIMOTHY P				
591	10005910	SMITH, TODD	AUTUMN WIND ENTERPRISES, INC			
592	10005927	SALVO, TOM				
593	10005934	MAKOWSKI, TOMASZ	MAK ENTERPRISE INC			
594	10005941	BARRETT, TRACI				
595	10005958	TUNCCEL, HAKAN				
596	10005965	CLARK, TYRONE ANTHONY				
597	10005972	COLTER, TYRONE				
598	10005989	URREGO, JAVIER	URREGO INC	J U, INC		
599	10005996	VARJABEDIAN, VAHAN THOMAS	BOX HUMBERS INC			
600	10006009	DIAZPOLANCO, VLADIMIR	VEMJ CORPORATION			
601	10006016	MIRANDA, VICENTE				
602	10006023	GANPAT, VIJAY				
603	10006030	GUIDO, VINCENT				
604	10006047	IANNOTTA, VINCENT				
605	10006054	PETRINO, VINCENT				
606	10006061	VILLANUEVA, VIRGIL	A V C EXPRESS, INC			
607	10006078	FELDMAN, VLADIMIR				
608	10006085	BONHEUR, VORBE A	BONHEUR P & D, INC			
609	10006092	PIZZARRO, WANDA				
610	10006108	CLUGSTEN, WAYNE BARRY				
611	10006115	KAUFHOLD, WAYNE				
612	10006122	SCAFE, WAYNE LAWSON				
613	10006139	PAVLINET, WAYNE MICHAEL	PAVLINET TRUCKING INC			
614	10006146	LOPEZ, MIGUEL	WHITE FLOWERS INC			
615	10006153	HEWAUTHARANA, WIJESIRI				
616	10006160	CONVERY III, WILLIAM F				
617	10006177	WERN, WILLIAM D	BILL W TRUCKING INC			
618	10006184	GLOWATZ, WILLIAM				
619	10006191	DOWLING, WILLIAM				
620	10006207	KEEGAN, WILLIAM				
621	10006214	LAVERDE, WILLIAM				
622	10006221	LOMBO, WILLIAM				
623	10006238	RIESS, WILLIAM				
624	10006245	DIPOMPO, WILLIAM S				
625	10006252	GOMEZ, WILSON				
626	10006269	DABNEY SR , WAYNE G	WK DISTRIBUTORS	WGD ENTERPRISES, INC		
627	10006276	MICHNIK, WOJCIECH L	WO MI TRANSPORT LIMITED LIAB	WO-MI TRUCKING INC		
628	10006283	YATES, MICHAEL ALAN	YATES EXPRESS LIMITED LIABILITY	M&R EXPRESS CORPORTION		
629	10006290	DEYER, YILDIRIM	GRAYWOLF TRUCKING INC			
630	10006306	KIM, YONG	YKIM INC			
631	10006313	JALOUDE, FERAS	YOUNG ENTREPRENEURSHIP LLC	YOUNG ENTREPRENEUR EXPRESS CORPORATION		
632	10006320	YOUNG, MICHAEL				
633	10006337	OLIVEIRA, EDUARDO	YOUNGCREW LLC			
634	10006344	DIEPPA, ARMANDO	A DIEPPA, INC			
635	10006351	VARAVKO, PAVLO V	AAO TRUCKING LLC	STONE AAO TRUCKING CORPORATION		
636	10006368	OZBEK, ADEM	OZ TRUCKING INC			
637	10006375	WHITTAKER, ADRIAN G				
638	10006382	NASRA, AHMAD				
639	10006399	SIMOE, ANTONIO	AJPS ENTERPRISES INC			
640	10006405	SCHILIS, SAMUEL ROBERT	AKS TRUCKING INC			

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641	10006412	SALAS, ALADINO	SALI TRUCKING INCORPORATED			
642	10006429	HYMAN, ALAN				
643	10006436	VELASQUEZ, ALFRED V				
644	10006443	JIMENEZ, ALFREDO				
645	10006450	SHIRAZI, ALI				
646	10006467	KATTAH, ALPHONSE				
647	10006474	MALAVE, ANDY	AM'S COURIER SERVICES			
648	10006481	NUNEZ, ADRIAN A	A N TRANSPORT LLC			
649	10006498	MELO, ANDRES B				
650	10006504	PATENTE, ADILSON F	ANGELMINAS LLC	ANJOMINAS INCORPORATED		
651	10006511	HUTNIK, ANDREW G				
652	10006528	GINOLFI, ANIELLO				
653	10006535	ALLMAN, ANTHONY				
654	10006542	COGDELL, ANTHONY	FOOTWORX DELIVERY CORPORATION			
655	10006559	RUFFINO, ANTHONY				
656	10006566	RAYMONDI, ANTONIO				
657	10006573	TOMASSINI JR., BENJAMIN				
658	10006580	DAVIS, BERNARD CHARLES				
659	10006597	DEOSARAN, BINDRABAN	DEOSARAN INC			
660	10006603	HIPPLE, BRAD WARD				
661	10006610	BOGUSZEWSKI, BRADFORD H				
662	10006627	MCDONALD, BRIAN				
663	10006634	CANZATER, JON	BRITISH DEUCES LTD			
664	10006641	STEPANIAN, ROBERT J	BSTEP EXPRESS INC			
665	10006658	YATSONSKY, CHARLES	C A Y INC			
666	10006665	HERNANDEZ, JUAN C	C & C ROTILLE INC			
667	10006672	STUART, CALVIN				
668	10006689	PANARELLA JR., CARL THOMAS				
669	10006696	MUNERA, CARLOS A	CC MUNERA LLC			
670	10006702	O'BRIAN, CAROLE				
671	10006719	BOYKO, DENNIS	CBI EXPRESS INC			
672	10006726	BLOODGOOD, CHARLES				
673	10006733	CARROLL, CHARLES CHRISTOPHER	CARROLL COURIER CORPORATION			
674	10006740	MIANO, CHARLES				
675	10006757	SANTOS, CHARLES				
676	10006764	BASELICE, CHRIS J				
677	10006771	DELLISANTI, CHRIS	DELLISANTI TRUCKING INC			
678	10006788	HEIPP, CHRISTIAN D				
679	10006795	MEDRANDA, CHRISTIAN G				
680	10006801	BROWN, CHRISTOPHER	CJRJ TRUCKING, INC			
681	10006818	CORDERO, CHRISTOPHER				
682	10006825	WALLACE, DANIEL F				
683	10006832	BLISS, DANIEL SCOTT				
684	10006849	ARRIETA, DARWIN J	D&V SUCCESS ON WHEELS INC			
685	10006856	LYNCH, FRANCIS	DELIVERITE CORP			
686	10006863	PETILLO, MIKE	D L V R TRUCKING INC			
687	10006870	ODES, DOGAN				
688	10006887	LOFTON, DORIAN A				
689	10006894	TAYLOR, DOUGLAS KENT				
690	10006900	DOW, DOUGLAS	DOUGLAS DOW, LLC	DDOW INC		
691	10006917	RACIOPPI, DANIEL E	DRAC INC			
692	10006924	STEFANOVIC, DRAGAN				
693	10006931	SMITH, DEWAYNE ANTHONY	DSV TRUCKING LLC			
694	10006948	BRAKE, DWAYNE L	DL2 BRAKE INCORPORATED			
695	10006955	ROBOTHAM, ERIC	E&J TRUCKING INC	ER DELIVERY INC		
696	10006962	DIXON, ED				
697	10006979	DRAHOS, EDWARD M	EMD SERVICES INC			
698	10006986	ARMSTRONG, EDWIN	ARMSTRONG TRUCKING INC			
699	10006993	SZABO, ERIC J	M & E TRUCKING OF NJ, INC			
700	10007006	HUSSLEIN, ERIK	IRON BLUE ENTERPRISES	BLUE METTLE, INC		
701	10007013	ALCANTARA, ERNESTO	ALCANTARA TRANSPORT CORP			
702	10007020	SONSIADK, FRANK	F19 STAGE, LLC			
703	10007037	CASTILLO, FRANKLIN	FCF TRANSPORT INC			
704	10007044	PARRA, FREDDY GEOVANNY	GAMAJ EXPRESS INC			

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705	10007051	AGUDELO, GERSAIN	G A INSTANT DELIVERIES			
706	10007068	FALITZ, GARY	COMASH TRUCKING INC			
707	10007075	KLESH JR , GEORGE ROBERT	M G CORPORATION			
708	10007082	WALSH, GEORGE				
709	10007099	PILEGGI, GIOVANNI				
710	10007105	HINDS, GREGORY				
711	10007112	MOLINA, GUS M	GUS JAGG LLC	GUSS JAGG INC		
712	10007129	PENNISI, GUY	GVMG TRANSPORT INC	GVMG TRANSPORT INC		
713	10007136	KNIGHT, HARLAN				
714	10007143	GLASSMAN, HAROLD				
715	10007150	ARMSTRONG, W DAVID	HOT CORNER CARRIERS			
716	10007167	HAINES, ROBERT	HPDS LLC			
717	10007174	COLE, JACK				
718	10007181	D'AURIA, JACK				
719	10007198	LIOTARD JR , JAMES L				
720	10007204	BUISSERETH, JEAN CLAUDE				
721	10007211	REID, JOEL K				
722	10007228	GREY, JOHN F	LINDY TRUCKING CORPORATION			
723	10007235	MAGRINI, JOHN V				
724	10007242	HURTADO, JORGE				
725	10007259	RODRIGUEZ, JOSE A	JAR TRUCKING, INC			
726	10007266	VALLE, JOSE A	BINO CORP			
727	10007273	LAETA, JOSEPH				
728	10007280	CHANG, ED	JOVAN CORPORATION			
729	10007297	TORRES, JUAN	LAD TRANS	JR TRANSPORT	JEMA TRANSPORT CORPORATION	
730	10007303	WEIR, JOHN ROBERT	JRW TRUCKING LLC			
731	10007310	GACHARNA, JUAN				
732	10007327	BELTRE, JULIO A	J A B COURIER CORP			
733	10007334	SWANTEK, KARIN				
734	10007341	MUSHALA, KARL				
735	10007358	METZ, KENTON L				
736	10007365	ESHELMAN, KEVIN CHARLES				
737	10007372	HIGGINS, VINCENT JOSEPH	KMA TRUCKING INC			
738	10007389	AHENKORAH, KOFI				
739	10007396	HARGROVE, LAMAR				
740	10007402	LANG, JOHN	LANG DELIVERY SERVICE LLC			
741	10007419	SILVESTRO, LOUIS				
742	10007426	NIEVES, LOVELYNN				
743	10007433	YU, HENRY	LUCKY DRAGON LLC	EIGHT-8 CORPORATION		
744	10007440	DINIZ, LUIZ				
745	10007457	DEJESUS, MARCOS				
746	10007464	ZEPEDA, MARIO				
747	10007471	MCGREGOR, MARK ANTHONY				
748	10007488	ZOFREA, MARK				
749	10007495	JACOB, MATTHEW J				
750	10007501	DICKINSON, MATT T				
751	10007518	LIEBLANG, MATTHEW J				
752	10007525	TAYLOR, MERLE				
753	10007532	UGUR, METIN				
754	10007549	BLANCHARD, MICHAEL T	MTCR INC			
755	10007556	HUNSBERGER, MICHAEL				
756	10007563	LEBERS, MICHAEL J				
757	10007570	LEHMANN, MICHAEL				
758	10007587	SCOTT, MIKE	M T SCOTT'S TRUCKING INC			
759	10007594	DELEON, MIGUEL				
760	10007600	ROMERO, MIGUEL	DAVRIC DELIVERY INC			
761	10007617	UKU, MORRIS G				
762	10007624	HATALA, MIKE	MRH TRANSPORT	MRHH TRANSPORT INC		
763	10007631	TERESCHUK, MYROSLAV	MAXX TRUCKING LLC	MSD TRUCKING CORPORATION		
764	10007648	SROUJI, NABIL G				
765	10007655	PLASKY, NEIL B				
766	10007662	DELAHOZ, NELSON				
767	10007679	SOTO, NELSON				
768	10007686	SIMIC, NENAD	SHONDEX INC			

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769	10007693	SAHIN, NURI				
770	10007709	BURSAKOVSKIY, OLEKSANDR				
771	10007716	ORTIZ, ORLANDO				
772	10007723	ADELSON, WILLIAM	PARK STREET FULFILLMENT CO INC			
773	10007730	ESCHER, PATRICK				
774	10007747	ZIMMERMAN, PAUL				
775	10007754	LAZOROSKI, ZORAN	PELICICA EXPRESS LLC	SUPERIOR DELIVERY SYSTEMS INC		
776	10007761	KAMINSKI, PETER				
777	10007778	TAPIA JR , RAFAEL N	TAPIA DELIVERY SERVICE CORPORATION			
778	10007785	GIACOBBE, RALPH				
779	10007792	PAGLIUCO, RALPH R				
780	10007808	BURNETT, RAY				
781	10007815	PATEL, RITESH				
782	10007822	HARMON, CHARLES D	RITE-WAY TRANSPORTATION INC			
783	10007839	ADAMS, ROBERT				
784	10007846	GRASSBERGER, ROBERT				
785	10007853	GROZALIS, ROBERT H				
786	10007860	LEIDER, ROBERT J				
787	10007877	PETERSON, ROBERT				
788	10007884	WOODSON JR , ROBERT W				
789	10007891	PRINCE JR , ROLAND				
790	10007907	GALLEGOS, ROLANDO J				
791	10007914	ROBBINS, RONALD				
792	10007921	WALKER, RUSSELL				
793	10007938	BROWN, SCOTT	STANLEASE INC			
794	10007945	HOSEIN, SHAWN				
795	10007952	EATON, SIDNEY				
796	10007969	SIWIELA, PIOTR ARTUR	PIOTR SIWIELA			
797	10007976	RIGGINS, STEPHEN				
798	10007983	KINCH, STEVE A				
799	10007990	STOUDT, THOMAS	STOUDT LOGISTICS LLC			
800	10008003	RUTLEDGE, TAUHEED				
801	10008010	MIKULSKI, THOMAS C				
802	10008027	CONNORS, THOMAS				
803	10008034	CARHART, THOMAS RUSSELL				
804	10008041	CRUSE, TODD				
805	10008058	SPENCER, TREVOR G				
806	10008065	ODES, UGUR				
807	10008072	SANCHEZ, VICTOR EMILIO				
808	10008089	AFRIYIEKORRIE, VINCENT	KORRIE INTERNATIONAL CORPORATION			
809	10008096	CUTRO, VINCENT	VKC TRUCKING INC			
810	10008102	PEARSON, WAYNE C	CHARBAM, INC			
811	10008119	HALDANE, WILLIAM D				
812	10008126	DELLO, WILLIAM	DELLO DELIVERY INC			
813	10008133	DICKSON, WILLIAM				
814	10008140	REAGAN, WILLIAM				
815	10008157	ROSATI, WILLIAM				
816	10008164	VAZQUEZ, WILLIAM				
817	10008171	KANSAY, YUSUF HIKMET				
818	10008188	SALGADO, CARLOS	C A SALGADO DELIVERY SVC INC			
819	10008195	DELROSSO, LOUIS	C A L SERVICES INC			
820	10008201	DELACRUZ, CESAR	C J R EXPRESS INC	SENTINELS EXPRESS INC		
821	10008218	DELACRUZ, CESAR	C J R EXPRESS INC	SENTINELS EXPRESS INC		
822	10008225	OWEN, CHRISTOPHER J	WOODSHER INC			
823	10008232	ARCINIEGAS, JEIMMY	COLPER INC	CJ & J SERVICE INC		
824	10008249	CONTRERAS, RAMIRO	CONTRERAS INC			
825	10008256	DELILLO, CRAIG	NIKA TRUCKING CORP	DELILLO TRUCKING LLC	C DELILLO TRUCKING CORP	
826	10008263	PENICARO, DAVID	D A PENICARO LLC			
827	10008270	TRAJANOSKI, DANNY	KOJNE TRUCKING INC	TRAJANOSKI TRUCKING INC		
828	10008287	CASTRO, JOSEPH	J-N-M TRKG & TRANSPORTATION IN	DNJ TRUCKING		
829	10008294	DOLEGA, MARCIN	DOL-MAR TRUCKING CO			
830	10008300	DASILVA, ENEAS	ENEAS LOPES DA SILVA INC			
831	10008317	CORTEZ, ENRIQUE F	JOCELYN CORTEZ INC			
832	10008324	LAMBERT JR , MYLES J				



Count	Main_RustID	Contractor Name	Company Name 1	Company Name 2	Company Name 3	Company Name 4
833	10008331	TORRES, JOSE L	FATHER & SON CORP	TORRFEX INC		
834	10008348	CARRERA, GERARDO	J A CARRERA SERVICES INC			
835	10008355	GRUJIC, LAZAR	GRUJIC TRUCKING LLC	GRUJIC TRUCKING	SIRMIUM CORP	
836	10008362	COACHMAN, IRWIN G	I COACHMAN INC	744 STONE STREET, INC		
837	10008379	JARVIE, JOHN SCOTT	JARVIE CORPORATION	JARVIE CORPORATION INC		
838	10008386	ROBINSON, JERRY	JERVON CORP			
839	10008393	SULZER, JERRY	JM TRUCKING & SONS LLC	M J & SONS TRUCKING, INC		
840	10008409	OSORIO, JOSE MANUEL	JOSE M OSORIO INC	V AND J'S TRUCKING INCORPORATED		
841	10008416	TORRES, JUAN	LAD TRANS	JR TRANSPORT	JEMA TRANSPORT CORPORATION	
842	10008423	CARTER, WILLIAM	K B CARTER INC			
843	10008430	DEPAULI, KEVIN	KDV ENTERPRISES INC			
844	10008447	SCHMIDT, LOUIS	LK TRANSPORTATION INC	LINCART TRUCKING LLC	CARTLIN TRUCKING, INC	
845	10008454	SCHMIDT, LOUIS	LK TRANSPORTATION INC	LINCART TRUCKING LLC	CARTLIN TRUCKING, INC	
846	10008461	ABUHAMDA, LUTFI	LUTFI & ASSOCIATES CORP	LUTFI EXPRESS LLC		
847	10008478	CARTER, LUIS A	LUIS A CARTER INC			
848	10008485	DASILVA, MARCEL	M X SILVA SERVICE			
849	10008492	JOSEPIN, MARCO A	MARLO INC			
850	10008508	THOMAS, MARLON O	THOMAS, MARLON O	MARPAL DELIVERY SERVICE INC		
851	10008515	ROCCO, ANTHONY M				
852	10008522	AYDOGAN, MEHMET				
853	10008539	SIVRI, MELEN	SIVRI CORP			
854	10008546	STARKS, MICHAEL	MS TRUCKING LLC			
855	10008553	CIARDIELLO, NICHOLAS	N C TRUCKING INC	NC ENTERPRISES INC		
856	10008560	GOBIN, NIZAMUDEEN	Z'S COURIER SERVICE INC			
857	10008577	GREENE, MIKE	AT LAST DELIVERY SERVICE INC			
858	10008584	GREENE, MIKE	AT LAST DELIVERY SERVICE INC			
859	10008591	MORGAN, PETER S	PETER MORGAN INC			
860	10008607	AGUILOPERALTA, RAMON	AGUILO TRUCKING INC			
861	10008614	CIARDIELLO, ROBERT	BAL SERVICES INC			
862	10008621	RIVITZ, MICHAEL I	R I NO 2 CORPORATION	R I NO 2 CORPORATION	R I NO 2 CORPORATION	
863	10008638	KONOP, RICHARD	R K HOLDINGS INC			
864	10008645	KUGELMAN, ROBERT SCOTT	ROBERT S KUGELMAN INC			
865	10008652	TRBOVICH, RUDY	SILK CITY ENTERPRISES INC			
866	10008669	HAQ, SAER S	SAER XPRESS LIMITED LIABILITY			
867	10008676	ROBLES JR , ISAURO J	BLACK MADONNA INC			
868	10008683	RAVEL, STEPHEN P	STEPHEN P RAVEL CORP			
869	10008690	BASKERVILLE, TARIQ	TARIQ BASKERVILLE INC			
870	10008706	BABBS, TERRY	TERRY TRANSPORTATION			
871	10008713	MEYER, WILLIAM J	JENALI INC	WILLIAM MEYER LLC		
872	10008720	SURIEL, GABRIEL				
873	10008737	GARCIA, ADALBERTO				
874	10008744	PLUMMER, GARY				
875	10008751	MENDEZ, VICTOR O				
876	10008768	KIRCHHOFFER, ROBERT				
877	10008775	RODRIGUEZ, CARMEN	CARMEN AND LOVEN CORP			
878	10008782	GEPHART, JOEL	EASTERN GRANITE INC	JAGCOR LLC		
879	10008799	MAHAND, CHAD WESLEY	HANDCO INCORPORATED			
880	10008805	MAHAND, CHAD WESLEY	HANDCO INCORPORATED			
881	10008812	NERIS, JEFFREY	NERIS LOGISTICS INC			
882	10008829	AUSTIN, WESTON RICARDO GUNN				
883	10008836	QUINN, DOROTHY A				
884	10008843	VASQUEZ, RENE	RAN TRUCKING INC			
885	10008850	LITARDO, ALFREDO				
886	10008867	ARCHER, DANIEL				
887	10008874	RODRIGUEZ, CARMEN	CARMEN AND LOVEN CORP			
888	10008881	FERRAU, ANTHONY				
889	10008898	KROMER, BLAKE				
890	10008904	LLOYD, EVERAL	GARDEN STATE COURIER INC	GARDEN STATE DEL & LOGISTICS		
891	10008911	PASSALACQUA, ROBERTO				
892	10008928	CATALANO, GIACOMO	AGMC ENT	AGMC ENTERPRISES		
893	10008935	SCHMIDT, THOMAS S	T S S TRUCKING, INC			
894	10008942	SCHNEIDER, WILLIAM J				
895	10008959	SANCHEZ, CARLOS F	WHITE ISLAND INC			
896	10008966	WITHEROW, THOMAS E				

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897	10008973	LAWRENCE, DAMION M	AMAI & SON LLC			
898	10008980	ROTH, BENNETT				
899	10008997	HERNANDEZ, DAVID S				
900	10009000	MILLER, GARY J				
901	10009017	ROCHA, ROBERTO				